City of Laredo

REGULAR MEETING AGENDA

A-2025-R-15

Monday, September 15, 2025
5:30 PM

City Council Chambers

City Council

City of Laredo
Regular City Council Meeting
A-2025-R-15
COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
September 15, 2025
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. MOMENT OF SILENCE

IV. ROLL CALL

V. MINUTES

Minutes of September 2, 2025

CITIZEN COMMENTS

Citizens can participate through in-person comments. Citizens wishing to provide in-person comments are required to fill out a witness card and submit it to the City Secretary no later than 5:45 p.m. and identify themselves at the microphone. Comments are limited to three (3) minutes per speaker. Speakers may not pass their minutes to any other speaker. All comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted.

VI. RECOGNITION

1. Presentation of a Key to the City of Laredo to Amado M. Peña, Jr., renowned artist and Laredo native, for his contributions to the Chicano art movement and depiction of indigenous life. Mr. Peña's work has been displayed as seen in the United States Department of States Art in Embassies Collection and Smithsonian American Art Museum. **REC-23**

VII. COMMUNICATIONS

1. Presentation by Mayor Dr. Victor Trevino, providing general comments on city matters, upcoming initiatives, and other relevant updates for the Council and the public. **25-1739**

VIII. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

1. Re-appointment of Raul P. Garcia, Jr. to the Fire Fighters' & Police Officers' Civil Service Commission of the City of Laredo to serve a three (3) year term effective September 15, 2025 to September 15, 2028 **APPT - 65**

2. Appointment by Mayor Pro-Tempore Vanessa Perez of Sergio Moreno to the Suicide Prevention Committee. **APPT - 68**

3. Appointment by Council Member Ricardo "Rick" Garza of Ana Villarreal to the Historic District Landmark Board. **APPT - 69**

4. Appointment by Council Member Ricardo "Rick" Garza of Mary Provence to the Fine Arts and Culture Commission. **APPT - 70**

5. Appointment by Council Member Ricardo "Rick" Garza of Jaime Montes to the Municipal Civil Service Commission. **APPT - 71**

IX. PLANNING & ZONING - PUBLIC HEARING & INTRODUCTORY ORDINANCE

1. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, EMTZ Plat, located at 20847 FM 1472, from AG (Agricultural District) to M-1 (Light Manufacturing District). **25-1551**

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-058-2025
District VII

2. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, West 1/2 of Lot 2, and North 8.85 feet of the alley of Block 889, Eastern Division, located at 1601 Garfield Street, from R-1 (Single Family Residential District) to B-1 (Limited Business District). **25-1552**

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-064-2025
District III

3. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 34.821 acres, as further described by metes and bounds on attached Exhibit A, located west of Beltway Parkway and west of Expansion Drive, from AG (Agricultural District) to M-1 (Light Manufacturing District). **25-1553**

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-066-2025
District VII

4. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 2.044 Acre Tract, as further described by metes and bounds on attached Exhibit A, located south of Shiloh Drive and east of Snow Falls Drive, from R-1 (Single Family Residential District) to B-1 (Limited Business District). **25-1554**

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-067-2025
District VI

5. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for oil and/or gas extractions (well site A) on approximately 4.39 acres, as further described by metes and bounds in “Exhibit 1”, located north of State Highway 255 and east of FM 1472. **25-1583**

The Planning and Zoning Commission recommended approval of the proposed special use permit and staff supports the application.

ZC-059-2025
District VII

6. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for oil and/or gas extractions (well site B) on approximately 4.39 acres, as further described by metes and bounds in “Exhibit 1”, located north of State Highway 255 and east of FM 1472. **25-1584**

The Planning and Zoning Commission recommended approval of the proposed special use permit and staff supports the application.

ZC-060-2025
District VII

7. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a restaurant serving alcohol on Lot 5, Block 1, Trautmann M & I Subdivision located at 8601 McPherson Road. **25-1585**

The Planning and Zoning Commission recommended support of the proposed special use permit and staff supports the application.

ZC-063-2025
District VI

8. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 20.29 acres, as further described by metes and bounds on attached Exhibit A, located north of River Bank Drive and west of Kickapoo Drive, from R-2 (Multi-Family Residential District) to R-1B (Single Family High Density District). **25-1616**

The Planning and Zoning Commission recommended approval of the proposed zone change. Staff supports the application.

ZC-061-2025
District VII

9. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2024-O-263, which authorized a special use permit for a restaurant serving alcohol on Lot 3, Block 1, Del Mar North Filing No. 1 Subdivision, located at 7718 McPherson Road, Suite 106 in order to amend the hours of operation. **25-1617**

The Planning and Zoning Commission recommended approval of the proposed special use permit amendment. Staff supports the application.

ZC-069-2025
District V

10. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1 and the west 1/3 varas of Lot 2, Block 1086, Eastern Division, located at 1901 Chihuahua Street, from R-O (Residential/Office District) to B-1 (Limited Business District). **25-1620**

The Planning and Zoning Commission recommended denial of the proposed zone change and staff does not support.

ZC-065-2025
District III

X. PUBLIC HEARING & INTRODUCTORY ORDINANCE

1. Public Hearing and Introductory Ordinance authorizing the City Manager to amend the City of Laredo FY2025 General Fund Library Department by appropriating $10,000.00 in revenues and expenses for the Texas State Library and Archives Commission (TSLAC) Texas Reads Grant for an eight-week Toy Photography **25-1501**

Workshop for youth during the 2026 Summer Reading Program. Grant will be allocated in the General Fund.

2. Public hearing and introductory ordinance amending Chapter 18, Licenses, Permits and Miscellaneous Business Regulations, of the Code of Ordinances of the City of Laredo, Texas, by adding Article XI, titled “Filming Regulations”; establishing rules and regulations for the permitting of film, television, and digital media productions; creating a permitting process and fee structure; designating the Laredo Convention and Visitors Bureau as the administering agency; establishing insurance and indemnity requirements; providing for enforcement and penalties; and providing for an effective date. The proposed ordinance seeks to encourage filming activity in Laredo while protecting public health, safety, and welfare, and ensuring an efficient and consistent permitting process. **25-1506**

3. Public Hearing and Introductory Ordinance authorizing the City Manager to amend the City of Laredo FY2025 Auto Theft Task Force Fund budget by increasing revenues and expenditures in the amount of $716,142.00 to fund the Laredo Auto Theft Task Force, as awarded by the Texas Motor Vehicle Crime Prevention Authority. This adjustment will fund the local match requirement of $212,923.00 from the General Fund. The grant award is in the amount of $1,904,825.00 with a cash match of $731,251.00 for a total grant amount of $2,636,076.00. The performance period is September 1, 2024 through August 31, 2025. **25-1556**

4. Public Hearing and Introductory Ordinance repealing Ordinance No. 2021-O-152 and amending Chapter 7 of the Code of Ordinances by deleting Article III, Sections 7-32 to 7-47, entitled “Vacant Building Registration”, which established a registration program for vacant commercial buildings located in the Downtown area. **25-1703**

(Recess)
(Press Availability)

XI. INTRODUCTORY ORDINANCES

5. An ordinance authorizing the City Manager to execute a lease agreement between the City of Laredo, as lessor, and the Laredo Economic Development Corporation, as lessee, for the use of premises located at 616 Leal Street, Building No. 1007, at the Laredo International Airport, constituting 4,849 SQFT of building space on approximately 21,217 SQFT of land. Lease term shall be for a total of five years, with three options to extend this leach with each option being an additional five years, commencing on October 1, 2025. Monthly rent shall be $4,200.00 and will be adjusted annually according to the terms of the lease. **25-1547**

XII. FIRST AND FINAL READINGS

6. An Ordinance of the City of Laredo, Texas, authorizing the issuance, sale and delivery of up to $40,000,000.00 in aggregate principal amount of “City of Laredo, Texas Combination Tax and Revenue Certificates of Obligation, Series 2025” for paying all or a portion of the city's contractual obligations incurred for the purpose of (1) acquiring, constructing, improving and equipping facilities to improve city telecommunications, wireless communications, information technology systems, applications, hardware, software, and cybersecurity; (2) renovating, improving, and equipping existing municipal buildings and facilities housing the governmental functions of the city, including administrative office facilities and library facilities; (3) acquiring, constructing, improving and equipping parks and recreational facilities; (4) purchasing real property, materials, supplies, equipment, machinery, landscaping, and rights of way for authorized needs and purposes related to the aforementioned capital improvements; and (5) paying legal, fiscal and engineering fees in connection with such projects; securing the payment thereof by authorizing the levy of an annual ad valorem tax and a pledge of certain surplus revenues of the city’s international toll bridge system; approving and authorizing the execution of all instruments and procedures related thereto including a paying agent/registrar agreement and a purchase contract; approving the form of an official statement; authorizing amendment to the city’s budget to appropriate such proceeds for purposes authorized herein; and declaring an effective date. **2025-O-167**

7. An Ordinance of the City of Laredo, Texas, authorizing the issuance, sale and delivery of "City of Laredo, Texas Public Property Finance Contractual Obligations, Series 2025" in the approximate aggregate principal amount of $23,000,000 for the purchase of personal property; securing the payment thereof by authorizing the levy of an annual ad valorem tax; approving and authorizing the execution of all instruments and procedures related thereto including a paying agent/registrar agreement and a purchase contract; approving the form of an official statement; authorizing amendment to the city’s budget to appropriate such proceeds for purposes authorized herein; and declaring an effective date. **2025-O-168**

8. An Ordinance of the City of Laredo, Texas, authorizing the issuance, sale and delivery of approximately $24,000,000 in aggregate principal amount of "City of Laredo, Texas Tax Notes, Series 2025"; securing the payment thereof by authorizing the levy of an annual ad valorem tax; and approving and authorizing the execution of a paying agent/registrar agreement, a purchase contract, an official statement and all other instruments and **2025-O-169**

procedures related thereto; authorizing amendment to the City's Budget to appropriate such proceeds for purposes authorized herein; and declaring an effective date.

9. An Ordinance of the City of Laredo, Texas, authorizing the issuance of "City of Laredo, Texas General Obligation Refunding Bonds, Series 2025", levying a continuing direct annual ad valorem tax, within the limitations prescribed by law, for the payment of the bonds; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the bonds, including the approval and distribution of an official statement pertaining thereto; authorizing the execution of a paying agent/registrar agreement, an escrow and trust agreement, and a forward delivery purchase contract; complying with the letter of representations on file with the depository trust company; and providing an effective date. **2025-O-170**

XIII. FINAL READING OF ORDINANCES

10. An Ordinance of the City Council of the City of Laredo, Texas, authorizing the City Manager to amend the City of Laredo FY2025 Capital Grant Fund to appropriate revenues and expenses in the amount of $5,000,000.00 for the Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant for the Downtown Laredo Rail Corridor Safety Planning Project. The project is a highway-rail grade crossing improvement project to support planning activities for 31 at-grade crossings. The project includes development of construction documents to include installation, repair or improvement of grade separations, railroad crossing signals, gates and related technologies, highway traffic signalization, highway lighting and crossing approach signage, roadway improvements such as medians or other barriers, railroad crossing panels and surfaces and safety engineering improvements to reduce risk. The project includes two grade separations, five crossing closures, nine crossing signal installations and roadway improvements including medians, and fifteen roadway-only improvements. Funding is available in the Capital Grants Fund. **2025-O-174**

11. An Ordinance of The City of Laredo, Texas, amending Chapter 2, Article II, Division 6 (Pay Administration), of the City of Laredo Code of Ordinances, specifically Section 2-87.7-Policy (C.)(12)(A.) by providing for a two and a half percent (2.5%) Cost of Living Adjustment (COLA); a one and a half percent adjustment (1.5%) to the wage schedule and a tenure achievement adjustment pay for all City of Laredo full-time Employees who have completed one consecutive year of employment with the City of Laredo; except Contract Employees, Interns, Cooperative Education Program Employees (Co-Ops), Elected Officials, Temporary Contract Labor **2025-O-175**

Employees, and Firefighters and Police Officers Governed by the Terms of Collective Bargaining Agreement; providing that this Ordinance shall be cumulative; providing a severability clause; and declaring an effective date (As Amended).

12. An Ordinance of the City of Laredo, Texas amending Chapter 2, Article III, Division 3 (Leave Policy), of the City of Laredo Code of Ordinances, specifically Section 2-58. Holidays (a.) providing a total of three (3) personal holidays for fiscal year 2025-2026 (b.) to include earned wellness incentive days; and providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date of October 1, 2025 (as amended). **2025-O-176**

13. Final reading of ordinance of the City of Laredo, Texas adopting the proposed annual budget for Fiscal Year 2025-2026, by appropriating the revenues, expenditures and balances reported therein for the year beginning October 1, 2025, and ending September 30, 2026, consistent with the financial plan described in said annual budget (see exhibit "A"), motions approved by city council at public workshop (see exhibit "B") and holiday schedule for FY2025-2026 (see exhibit "C") authorizing the city manager to implement said annual budget (as amended) **2025-O-166**

The taxpayer impact statement as required by House Bill No. 1522 is as follows:

DESCRIPTION	FISCAL YEAR 2024-2025 CURRENT YEAR	FISCAL YEAR 2025-2026 PROPOSED
Total Tax Rate (per $100 of value)	$0.507623	$0.506090
Median Homestead Taxable Value	$182,335	$194,727
Tax on Median Homestead	$925.57	$985.49

14. Final Reading of Ordinance 2025-O-173, creation of Article VI, entitled "Mitigation Rates for Emergency and Non-Emergency Services" of Chapter 12 of the Code of Ordinances of the City of Laredo entitled "Fire Protection and Prevention" to authorize mitigation rates for Fire Department services. Fees will be deposited into the General Fund. **2025-O-173**

XIV. CONSENT AGENDA

All of the following items may be acted upon by one motion. No separate discussion or action on any of the items is necessary unless desired by a Council Member.

AIRPORT: GILBERTO SANCHEZ, DIRECTOR

15. Authorizing the City Manager to purchase Excess Aviation Insurance for the Laredo International Airport, including coverage for General Liability, Terrorism, Risk Insurance Act and War, with Victor O. Shinnerer & Co, Inc, through Chubb Insurer in and amount not to exceed $50,142.66 for coverage from October 1, 2025, through October 1, 2026. Funding is available in the Airport Operations Fund. **25-1492**

16. Consideration to approve the renewal of contract FY24-105 with Hubpoint Strategic Advisors, LLC, Charlotte, NC in an annual amount not to exceed $65,000.00 for a total contract value of $130,000.00 for professional consulting services for Air Cargo Service Development. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of the appropriated funds. This contract can be renewed one additional one-year extension period, upon mutual agreement of parties. Funding is available in the Laredo International Airport Fund. **25-1512**

17. Consideration to approve the renewal of contract FY24-106 with GRA Incorporated, Alexandria VA, and Merchant Aviation LLC, A Groupe ADP (Aeropuertos De Paris) company, Summit NJ, each contract shall not exceed $75,000.00 for a total contract value of $300,000.00 for air service development and consulting services. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of the appropriated funds. This contract can be renewed one additional one-year extension period, upon mutual agreement of parties. Funding is available in the Laredo International Airport Fund. **25-1520**

18. Consideration to approve the selection of top ranking company, Republic Parking System, LLC, New York, NY, for contract FY25-052 Parking Management for the Laredo International Airport, for a total contract amount of $110,174.00, and authorization to enter into negotiations for a Parking Management Agreement. The term of this contract shall be for a three year term, and may be extended for two additional one year period upon mutual agreement of the parties. Funding of this contract is available in the International Airport Operations Fund. **25-1546**

19. A resolution of the City Council of the City of Laredo, Texas, authorizing the acceptance of a reimbursable grant agreement with a project id of M2622LRED from the Texas Department Oo Transportation in the amount of $100,000.00 for the Routine Airport Maintenance Program (RAMP) for Fiscal Year 2026. Local match is $11,111.11 for a total project cost of $111,111.11, and authorizing the City Manager to execute all necessary documents. Funding was appropriated and available in the Laredo International Airport **2025-R-232**

Construction Fund.

BRIDGE: ELSA HINOJOSA, DIRECTOR

20. Consideration to award contract FY25-066 to the lowest responsive, responsible bidder J&P Mobil Mechanics, LLC FY25-066 in an annual amount of $18,412.50 for a total contract value of $92,062.50 to J&P Mobile Mechanics, LLC, Laredo, TX for generator maintenance for the Bridge Department. The term of this contract is for two years beginning the date of its execution with three additional one year renewal periods upon mutual agreement of both parties. Funding is available in the Bridge System's Operational Fund. **25-1531**

CITY ATTORNEY: DOANH "ZONE" T. NGUYEN, CITY ATTORNEY

21. Discussion with possible action to consider evidence pursuant to 212.904 of the Texas Local Government Code requested by agents of Laredo Vapor Land, LLC as it relates to the development of the property located at 4302 E. Saunders. **25-1534**

CITY MANAGER'S OFFICE: JOSEPH W. NEEB

22. Consideration to renew contract FY23-062 with Akin, Gump, Strauss, Hauer & Feld LLP, Washington, D.C. to provide federal legislative and lobbying consulting services for the City of Laredo. The contract amount should not exceed $240,000.00 annually. This contract shall be for one year, this is the second of three extension periods, to commence September 1, 2025. All legislative and lobbying consulting services will be on a continuous basis. Funding is available in the General Fund. **25-1639**

COMMUNITY DEVELOPMENT: TINA RODRIGUEZ, DIRECTOR

23. A Resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to ratify the submittal of a grant application in the amount of $2,900,000.00 to the U.S. Department of Housing and Urban Development for the Lead Hazard Reduction Grant Program to maximize the number of children under the age of six protected from lead poisoning by undertaking comprehensive programs to identify and control lead-based paint hazards in eligible housing populations. Grant match in the amount not to exceed $250,000.00 and is available through Community Development CDBG Funds. **2025-R-216**

CONVENTION & VISITORS BUREAU: AILEEN RAMOS, DIRECTOR

24. Authorizing the City Manager to donate a 2010 Freightliner ambulance from the Fire Department to the Municipality of Santa Catarina, Nuevo León, Mexico, pursuant to the agreement between the City of Laredo and the State of Nuevo León, Mexico. The **25-1529**

vehicle will be donated “as is,” and the City of Laredo shall assume no liability for its use following transfer. The ambulance, formerly designated as Unit #267, has been fully depreciated and holds minimal or no monetary value.

DETOXIFICATION CENTER: DR. SAN JUANA VIVIANA MARTINEZ, DIRECTOR

25. Consideration to contract FY24-100 to sole bidder Coca Cola Southwest Beverages, Laredo, Texas for an amount not to exceed $264,160.00 for providing drinks for the detoxification department. The term of this contract is subject to future appropriations and will commence on October 1st, 2024 through December 31, 2026; contract shall be for 27 months period beginning the date of execution, with an option to renew for two additional years. Funding for this contract is available in the Detoxification budget. **25-04**

FIRE: GUILLERMO HEARD, FIRE CHIEF

26. Consideration to approve the purchase order with Jones & Bartlett Learning, LLC, for the purchase of books for the Fire/EMS Academy for new fire department cadets in the amount of $72,105.08. Jones & Bartlett Learning is the sole source, publisher, and copyright holder of the training materials. Funding is available in the General Fund - Fire Department. **25-1454**

27. Consideration to approve a contract FY24-087 with EmergiFire, LLC, Dallas, TX, to perform third-party billing and accounts receivable management for the City of Laredo Fire Department for fire/emergency response billing services. Emergifire shall collect 18% of all revenues collected. Term of the contract is for an initial term of one year, and will automatically renew for successive one-year terms unless terminated. Fees will be deposited into the General Fund. **25-1587**

PUBLIC HEALTH: DR. RICHARD A. CHAMBERLAIN, DIRECTOR

28. Consideration to authorize the City Manager to ratify a supply contract with Sourcewell Cooperative vendor, Mckesson, Richmond, VA. For a cumulative amount of $143,037.03 and to further authorize future related expenditures for an additional amount not to exceed $250,000.00 for the purchase of medical equipment and medical supplies for the Health Department and Employee Wellness Division. This annual contract shall utilize the Sourcewell Cooperative Purchasing Program’s contract #022422-MML. The term for the contract shall be for a period of one year with the option to renew for one additional year period. Funding is available in the respective Department Budgets. **25-1550**

29. Consideration to authorize the City Manager to amend the policy for the City of Laredo Health Department Public Health Provider - **25-1559**

Charity Care Program to comply with Rule §355.8215 of the Texas Administrative Code and adhere to the Texas Health and Human Services Commission for the Public Health Providers - Charity Care Program Protocol from the Center for Medicaid and Medicare Services. Policy amendment to become effective October 01, 2025.

30. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to ratify and enter into a contract from the Texas Health and Human Services Commission (HHS) for the Healthy Texas Women (HTW) Project Grant in the amount of $302,880.00 per grant year for a total award amount of $1,514,400.00, with no match for the City of Laredo Public Health Department for a five year term for the period from September 01, 2025 through August 31, 2030. Funds will be accounted for in the Laredo Public Health Department Fund - Healthy Texas Women (HTW) Project Grant. **2025-R-220**

31. A Resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to ratify and enter into a contract from the Health and Human Services Commission (HHSC) Title V Child Health and Dental Services Grant Program for an award amount of $54,536.00 per grant year for a total award amount of $136,340.00, with no match for The City of Laredo Public Health Department for a two year term for the period from September 01, 2025 through August 31, 2027. Funds will be accounted for in the Laredo Public Health Department Fund - Title V Child Health and Dental Services Grant. **2025-R-221**

32. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to ratify and enter into a continuation contract with Valley AIDS Council for the HIV Ryan White Part D Women, Infants, Children, and Youth (WICY) Program grant, in the amount of $26,880.00, with no match for the City of Laredo Public Health Department for the term from August 01, 2025 through July 31, 2026. Funds will be accounted for in the Laredo Public Health Department fund - HIV Ryan White Part D Grant. **2025-R-222**

INFORMATION SERVICES & TELECOMMUNICATION: JOE C. RIVERA, DIRECTOR

33. Authorizing the City Manager to accept a grant in the amount of $5,068,104.00 from the Commission on State Emergency Communications to fund the 9-1-1 Program and Equipment for the South Texas Region, including Jim Hogg, Starr, Webb, and Zapata Counties, for the period beginning September 1, 2025 through August 31, 2027. **2025-R-223**

34. Authorizing the City Manager to approve and execute a contract with Sole Source Vendor Western States Communications, Inc. (WSCI) for 9-1-1 Customer Premise Equipment (CPE) Maintenance and Router Maintenance for the South Texas Region, **25-1612**

including Webb, Jim Hogg, Starr and Zapata Counties, in the amount of $353,472.45 for a two-year period. Services will commence from September 1, 2025 through August 31, 2027. Funding is available in the 9-1-1 Regional Fund for FY26 and FY27 to cover each year.

35. Consideration to enter into a contract with Granicus through Carahsoft for Service Cloud program. Service Cloud bundles most of the current Granicus solutions that the City of Laredo is currently subscribed to and adds two additional products, Experience Agent (website chatbot) and OneView (311 solution). Bundling of the software licensing results in overall cost reductions and co-termination of contract dates. This is a three-year contract for the total amount of $320,730.64. FY 24-25 payment, credits have been applied to year one of the restructured Service Cloud agreement. The remaining one-time payment of $44,548.56 is due for implementation services for both Experience Agent and the OneView software. The agreement is through Carahsoft under DIR Contract #DIR-CPO-5687. Funding is available in the Information Services and Telecommunication Fund and General Fund. **25-1626**

LIBRARY: ANALIZA PEREZ-GOMEZ, INTERIM DIRECTOR

36. Consideration to award contract FY25-064 to Security Management Group, LLC, Laredo, TX, up to the annual amount of $203,580.00 and for the total contract value of $1,017,900.00 for security guard services for the Laredo Public Libraries. Totals of this contract, annually and overall, will be contingent upon funding. Term of the contract is two (2) years with three (3) one-year renewals. The term of this contract will begin at the start of the next upcoming fiscal year (October 1, 2025). Partial funding is currently available in the General Fund-Library Operational Fund. **25-1694**

POLICE: MIGUEL RODRIGUEZ, CHIEF OF POLICE

37. Authorizing the City Manager to execute a contract amendment with Tyler Technologies, Inc. of Plano, Texas utilizing Sourcewell Cooperative Purchasing Contract # 2025-55305. This amendment is to implement a report writing software system. The service implementation fee is in the amount of $62,770.00. Funding is available in Police Trust Fund. **25-1339**

38. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to ratify the acceptance of a grant award in the amount of $1,829,609.00 from the Texas Motor Vehicle Crime Prevention Authority (MVCPA) for the FY26 SB224 Catalytic Converter Grant for the period of September 1, 2025 through August 31, 2026. The purpose of this grant program is to provide additional funding to the Laredo Police Department Laredo-Auto Theft Task Force for the detection and prevention of **2025-R-210**

catalytic converter theft. This grant will pay for the salary of a full-time Assistant District Attorney, technology, training, and overtime. The City's match will be $366,548.00 for a total grant amount of $2,196,157.00. Funding will be available in the Auto Theft Task Force Fund.

39. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to ratify the acceptance of a grant award in the amount of $1,904,825.00 from the Texas Motor Vehicle Crime Prevention Authority (MVCPA) to fund the Laredo Auto Theft Task Force for the period of September 1, 2025 through August 31, 2026. This grant pays for salaries, supplies, and equipment for the LPD Auto Theft Task Force. The city's local match is $731,251.00 for a total grant amount of $2,636,076.00. Funding is available in the Auto Theft Fund. **2025-R-211**

40. Consideration to authorize the purchase contract with Insight Public Sector, Inc. Chandler, AZ, for the procurement of hardware, software, support services, licenses for network switches, and installation in the amount of $180,683.54. This purchase shall be made through the Cisco DIR Contract # DIR-CPO-5347. Funding is available in the Capital Improvement Fund. **25-1576**

41. Consideration to authorize payment to sole source provider, Utility Associates, Inc., in the amount not to exceed $631,215.00 for renewal of support service fees for one hundred sixty-three body worn camera and one hundred fifty-two in-car-video systems. These three hundred fifteen systems have exceeded the five year threshold for device support services included in the initial purchase. Service is needed to continue providing video cloud storage for these systems. The coverage period is January 01, 2025 through August 01, 2025. Funding is available in the General Fund - Police Department Budget and the Police Trust Fund. **25-1621**

42. Consideration to authorize the purchase contract with GT Distributors, Inc., Pflugerville, Texas, in the amount not to exceed $105,000.00 to purchase tactical equipment for the Police Department SWAT members. This purchase shall be made utilizing the BuyBoard Cooperative Purchasing Contract No. 698-23. Funding is available in the Police Trust Fund. **25-1622**

TAX: DORA MALDONADO, TAX ASSESSOR COLLECTOR

43. Motion to nominate a Council Member/Person as the City of Laredo's candidate to serve for the Webb County Appraisal District Board of Directors 2026-2029 Year Term commencing on January 1, 2026 as per the passage of Senate Bill 2 of the 88th Legislature in 2023 and Section 6.03 of the Texas Property Tax Code. City Council will cast its 1,039 votes in any manner it wishes for those individuals listed on the ballot provided by the Chief Appraiser. **25-1706**

UTILITIES: DR. TAREQ AL-ZABET, DIRECTOR

44. Consideration to award annual service contract FY25-068 with the most responsive/responsible bidder SPL, Inc. Broussard, LA in an annual amount up to $211,000.00 for a total contract value of $1,055,000.00 to provide laboratory analytical services for water and wastewater samples in accordance to Environmental Protection Agency (EPA) approved standard methods. Sample testing is done on a daily, monthly, quarterly, and annual basis. The term of this contract shall be for a period of two years beginning as of the date of its execution and is contingent upon the availability of appropriated funds. Term of the contract is for two years with three additional one year periods, upon mutual agreement of the parties. Funding is available in the Waterworks and Sewer System Funds. **25-1488**

45. Authorizing the City Manager to approve a sole source maintenance contract with Core & Main, LP, from San Antonio, Texas for the Advanced Metering Infrastructure (AMI)/Automatic Meter Reading (AMR) equipment and hosting software services in the amount of $141,396.87 for FY 25-26. Funding will be available in the Waterworks Fund on October 1, 2025. **25-1614**

46. Consideration to select and negotiate a professional consulting services contract with Natural Systems Utilities for a feasibility study for the Community Water and Energy Resource Center (CWERC). The CWERC is an innovative, neighborhood-scale wastewater treatment facility designed to transform locally generated waste into renewable energy, reclaimed water, and compost for the Utilities Department. The feasibility study will include financial, technical, and operational assessments of establishing the CWERC facility. **25-1619**

END OF CONSENT AGENDA

XV. STAFF REPORTS

47. Staff report on current status of plan to improve city services related to online registration and payment systems, as directed through Council Item 25-C-113. **25-1742**

XVI. EXECUTIVE SESSION

The Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any posted agenda item when authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and/or 551.087 (Economic Development). Following closed session, the open meeting will reconvene at which time action, if any, may be taken.

48. Request for Executive Session pursuant to Section 551.071 (1)(A) to consult with City Attorney in reference to becoming a party to the Target Master Settlement Agreement, and any other matters incident thereto. **25-1712**

49. Request for Executive Session pursuant to Section 551.072 related to the acquisition of the Hamilton Apartments from the Laredo Housing Finance Corporation, and any other matter incident thereto. **25-1713**

XVII. RECESS AS THE LAREDO CITY COUNCIL AND CONVENE AS THE LAREDO MASS TRANSIT BOARD

50. Authorizing the City Manager to purchase three paratransit vans in the amount of $415,638.78 utilizing the Statewide Georgia DOAS Contract # 99999-SPD-SPD0000212-0010 from vendor ABC Companies. Funding is available in the Transit Capital Grants, FTA Section 5310 grant number TX-2022-005, FTA share $300,000.00 and Local Match of $75,000.00. The remaining balance of $40,638.78 is available in the 2017 CO Bond. **2025-RT-39**

51. Authorizing the City Manager to accept and execute the Texas Department of Transportation State Urban Grant No. STATE-U-2025-LAREDO-00069 for fiscal year 2026 in the amount of $603,669.00. This grant provides financial assistance with the operating expenses for El Metro fixed-route and El Lift prevention maintenance. The grant period will be from October 1, 2025 to September 30, 2026. There is no local match required for this grant. Funding is available in the Transit State Operating Grant Fund. **2025-RT-40**

52. Authorizing the City Manager to purchase a Stertil-Koni Mobile Column Lift in the amount of $56,690.98. This purchase will be utilizing the Reeder Distributors, Inc. Buy Board National CO-OP No. 715-23. This mobile column lift is used at the El Metro Maintenance shop by the mechanics when making vehicle repairs. Funding is available in the Transit Center Fund. **2025-RT-41**

XVIII. ADJOURN AS THE LAREDO MASS TRANSIT BOARD AND CONVENE AS THE LAREDO CITY COUNCIL

XIX. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

Request by Mayor Dr. Victor D. Treviño

53. Discussion with possible action to have a permanent Texas Flag and the Republic of the Rio Grande Flag at City Council Chambers and incorporation of the Texas Pledge into the opening of City Council meetings, and any matters related thereto. **25-C-157**

Sponsors: Mayor Pro Tempore Vanessa Perez

Request by Council Member Gilbert Gonzalez

54. Recognition of United South High School administration and Ms. Martha Alvarez, Principal for earning an A-rating from the Texas Education Agency and ranking No. 1 in the state among comparable high schools, with a score of 93. United South High School stands as a model of excellence and achievement for Texas schools. **25-C-153**

Request by Council Member Melissa R. Cigarroa

55. Discussion with possible action to create an ordinance regarding signage in the Historic District of Laredo to prevent illuminated signs in and adjacent to St. Agustin Plaza in order to preserve its authenticity. **25-C-151**

Sponsors: Cm. Alyssa Cigarroa

56. Discussion with possible action to submit a Resolution urging the Environmental Protection Agency to continue enforcing the Greenhouse Gas Endangerment Finding and Motor Vehicle Greenhouse Gas Standards; and any other matters incident thereto. **25-C-152**

Request by Council Member Dr. David Tyler King

57. Discussion with possible action to pursue a request for proposal (RFP) for artwork to be done on the City's water tower at McPherson & International Blvd., and also refer to the Fine Arts and Culture Commission for guidance and approval, and any other matters incident thereto. **25-C-139**

58. Discussion with possible action regarding improving the flow of traffic at the intersection of Del Mal Blvd and Loop-20, specifically as it relates to east bound traffic on Del Mar attempting to turn north onto Loop-20, and any other matters incident thereto. **25-C-148**

Sponsors: Cm. Ruben Gutierrez Jr.

59. Recognizing Aaron Garza, an 8-year-old third grader at San Isidro Elementary School, for his acceptance into the National Math Stars program. Out of 6,000 applicants nationwide, Aaron was one of only 80 students selected, placing him in the top 0.2% of I-Ready math performers. He is the only student from UISD and Laredo to advance to the final stage. **25-C-149**

Aaron's dedication and hard work serve as an inspiration to his peers and the community. City Council congratulates him on this outstanding achievement and wishes him continued success.

Request by Mayor Pro Tempore Vanessa J. Perez

60. Discussion with possible action to have a directive report generated and updated after each council meeting, apart from the meeting minutes, with status to include pending directives, and any other matters incident thereto. **25-C-154**

61. Discussion with possible action on the Los Martinez lighting project, and any other matters incident thereto. **25-C-155**

62. Discussion with possible action on opportunities for centralization of city services within the organization, and any other matters incident thereto. **25-C-156**

Request by Council Member Alyssa Cigarroa

63. Discussion and possible action to solicit Requests for Qualifications (RFQs) for an engineer to update the most recent quiet zone diagnostic study for the CPKC Railroad quiet zone (as necessary) and to prepare plans, specifications and estimates and represent the City of Laredo in Federal Rail Administration (FRA) implementation of a quiet zone and any other matters incident thereto. **25-C-150**

Sponsors: Mayor Pro Tempore Vanessa Perez, Cm. Ricardo "Richie" Rangel Jr. and Cm. Ricardo "Rick" Garza

XX. ADJOURN

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, September 5, 2025 by 4:00 p.m.

City of Laredo

City Council

Meeting Date: 9/15/2025 **Recognition 1.**

City of Laredo

City Council

Meeting Date: 9/15/2025 **Communications 1.**

City of Laredo

City Council

Meeting Date: 9/15/2025 **Appointment 1.**

SUBJECT
Re-appointment of Raul P. Garcia, Jr. to the Fire Fighters' & Police Officers' Civil Service Commission of the City of Laredo to serve a three (3) year term effective September 15, 2025 to September 15, 2028

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
Appointment of Raul P. Garcia, Jr. to the Fire Fighters' & Police Officers' Civil Service Commission of the City of Laredo to serve a (3) year term effective September 6, 2022 to September 6, 2025

BACKGROUND
Texas Local Government Code, Section 143.006 (b)

COMMITTEE RECOMMENDATION
Re-appointment by the City Manager, Joseph W. Neeb, of Raul P. Garcia, Jr. to the Fire Fighters' & Police Officers' Civil Service Commission

STAFF RECOMMENDATION
Re-appointment by the City Manager, Joseph W. Neeb, of Raul P. Garcia, Jr. to the Fire Fighters' & Police Officers' Civil Service Commission

Fiscal Impact

Fiscal Year:	N/A
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
N/A

CITY OF LAREDO

HUMAN RESOURCES DEPARTMENT

MEMORANDUM

TO: Joseph W. Neeb
City Manager

FROM: Cesar R. Garza CRG
Civil Service Director

THRU: Linda C. Teniente Linda C. Teniente
Human Resources Director

DATE: August 15, 2025

SUBJECT: **Re-Appointment of Raul P. Garcia, Jr. to the Fire Fighters' & Police Officers' Civil Service Commission of the City of Laredo to serve a three (3) year term**

Section 143.006 of the Texas Local Government Code provides that the Fire Fighters' and Police Officers' Civil Service Commission shall consist of three (3) members appointed by the municipality's chief executive (City Manager) and confirmed by the governing body of the municipality.

The municipality's chief executive may reappoint a commission member to consecutive terms. A commission member may not be reappointed to more than a third consecutive term unless the member's reappointment to a fourth or subsequent consecutive term is confirmed by a two-thirds majority of all the members of the municipality's governing body.

Current Commissioners:

Commissioners Name	Term Number	Appointed Dated	Expiration Date
Raul P. Garcia, Jr.	2nd Term	September 6, 2022	September 6, 2025
Gilberto L. Navarro	2nd Term	April 28, 2024	April 28, 2026
Ramiro R. Elizondo, Jr.	1st Term	April 28, 2024	April 28, 2027

Raul P. Garcia, Jr., a retired teacher and dedicated Civil Service Commissioner of 6 years, wants to serve a third, three (3) year term.

Commissioners Name	Term Number	Appointed Date	Expiration Date
Raul P. Garcia, Jr.	3rd Term	September 15, 2025	September 15, 2028

Request: ✓ Approve _____ Disapprove

Joseph W. Neeb, City Manager

If you have any questions, please feel free to call our office at (956) 791-7474.

xc: Civil Service Commission

City of Laredo

City Council

Meeting Date: 9/15/2025 **Appointment 2.**

City of Laredo

City Council

Meeting Date: 9/15/2025 **Appointment 3.**

City of Laredo

City Council

Meeting Date: 9/15/2025 **Appointment 4.**

City of Laredo

City Council

Meeting Date: 9/15/2025 **Appointment 5.**

City of Laredo

City Council

Meeting Date: 9/15/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 1.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, EMTZ Plat, located at 20847 FM 1472, from AG (Agricultural District) to M-1 (Light Manufacturing District).

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-058-2025
District VII

Council District: District 7 **Zone Case:** ZC-058-2025

Letters sent to property owners: 8

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 7 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

City Council-Regular Meeting

Date: 9/15/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Eduardo Martinez, Owner/Applicant; Daniel Gomez, Representative
Staff Source: Vanessa Guerra, MPA, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, EMTZ Plat, located at 20847 FM 1472, from AG (Agricultural District) to M-1 (Light Manufacturing District).

The Planning and Zoning Commission recommended **approval** of the proposed zone change and staff **supports** the application.

ZC-058-2025
District VII

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VII – Cm. Vanessa Perez

Proposed use: The proposed use is industrial.

Site: The site is currently vacant land.

Surrounding land uses: To the north of the site is FM 1472 and vacant undeveloped land. To the east of the site is FM 1472 and vacant undeveloped land. To the south of the site is vacant land. To the west of the site is industrial uses.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed Use.

https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472 as an expressway.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 8
Inside 200' Radius: **In Favor:** 0 **Opposed:** 0
Outside 200' Radius: **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **7** to **0** vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change for the following reasons:

1. The proposed site meets the minimum lot area requirement of 9,000 square feet for M-1 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property lot area is approximately 4.43 acres (1 acre = 43,560 feet).
2. The property predominately surrounded by M-1 zoning to the south and west of the site.
3. The proposed use is compatible with the area since there are similar uses to the west of the site.
4. The proposed zoning will not create an isolated zoning district.

General Comments:

1. The approval of the zone change does not guarantee the issuance of the building permit.
2. The use authorized by the zone change is required to abide by all relevant municipal codes.

Staff **supports** the application.

M-1. The purpose of the M-1 Light Manufacturing District is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses.

Is this change contrary to the established land use pattern?
The area is predominately industrial uses.

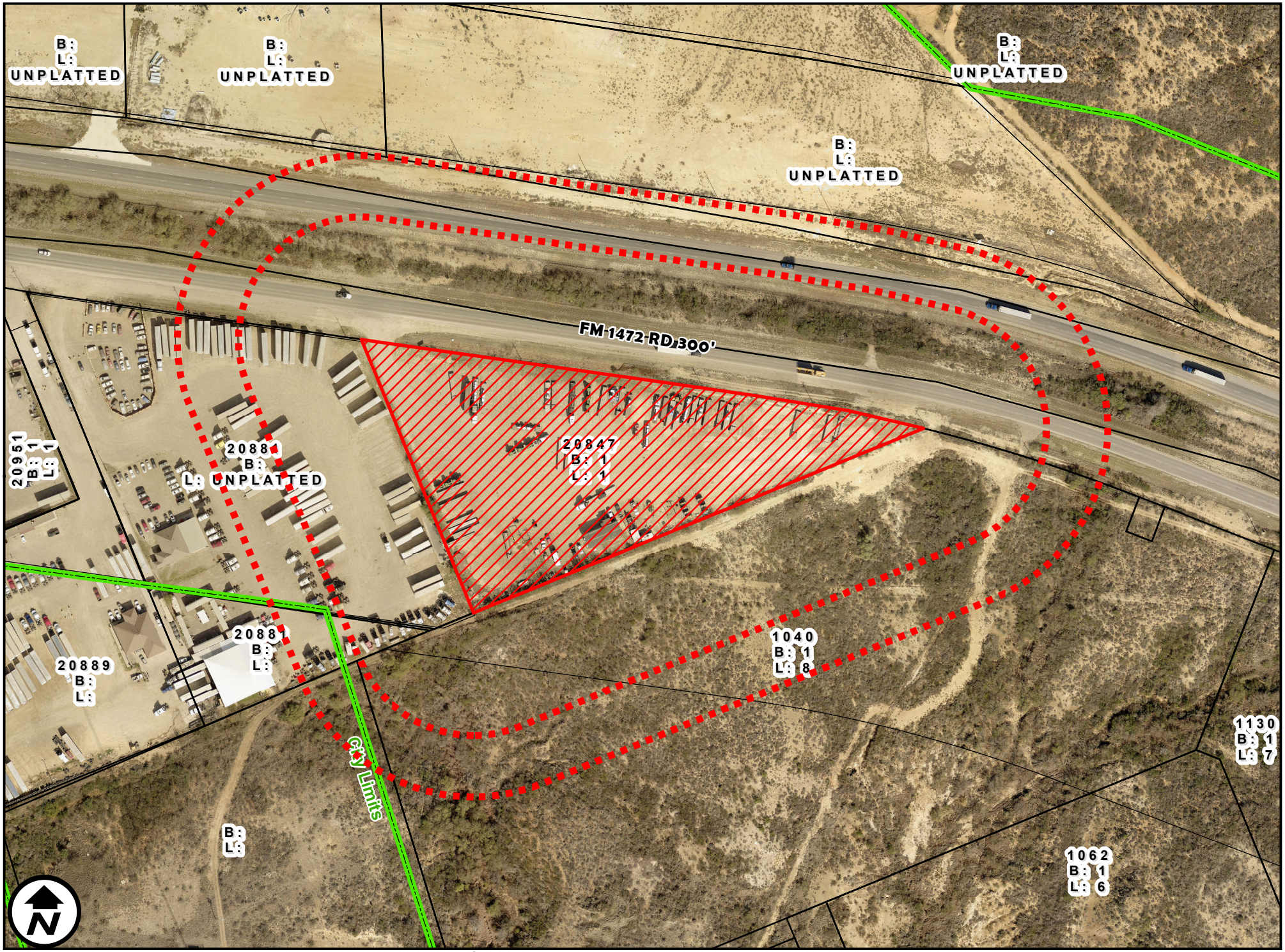
Would this change create an isolated zoning district unrelated to surrounding districts?
No. The proposed zoning will not create an isolated zoning district.

Will change adversely influence living conditions in the neighborhood?
No. It is not anticipated to have a negative impact in the surrounding area or neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing AE does not allow for industrial uses intended by the applicant.

Attachments

Maps
Zone Change Signage
Draft Ordinance

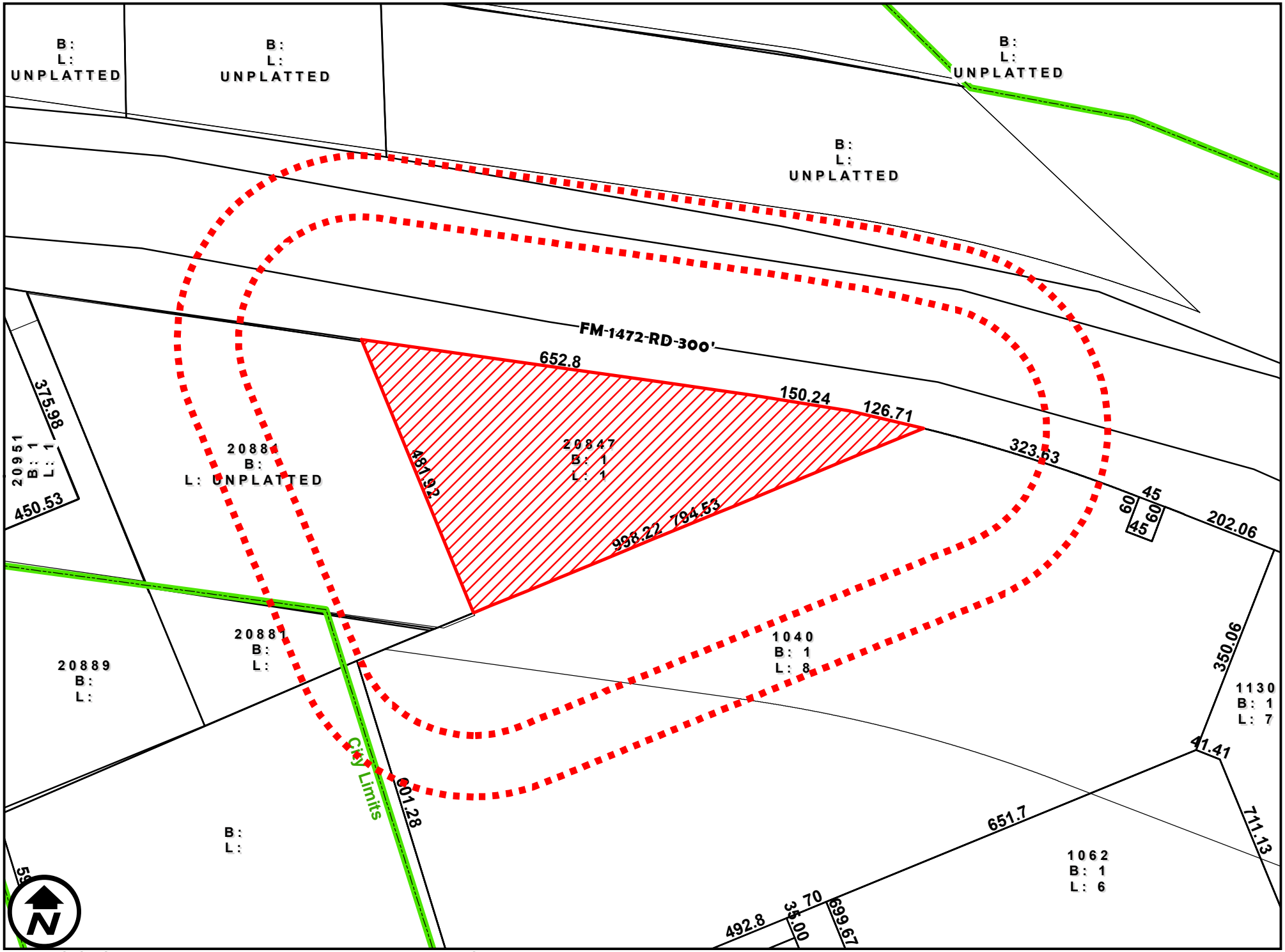


AERIAL MAP

1 inch = 200 feet

ZC-058-2025
COUNCIL DISTRICT 7
20847 FM 1472

APPLICATION FO
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGHT MAUFACTURING DISTRICT)

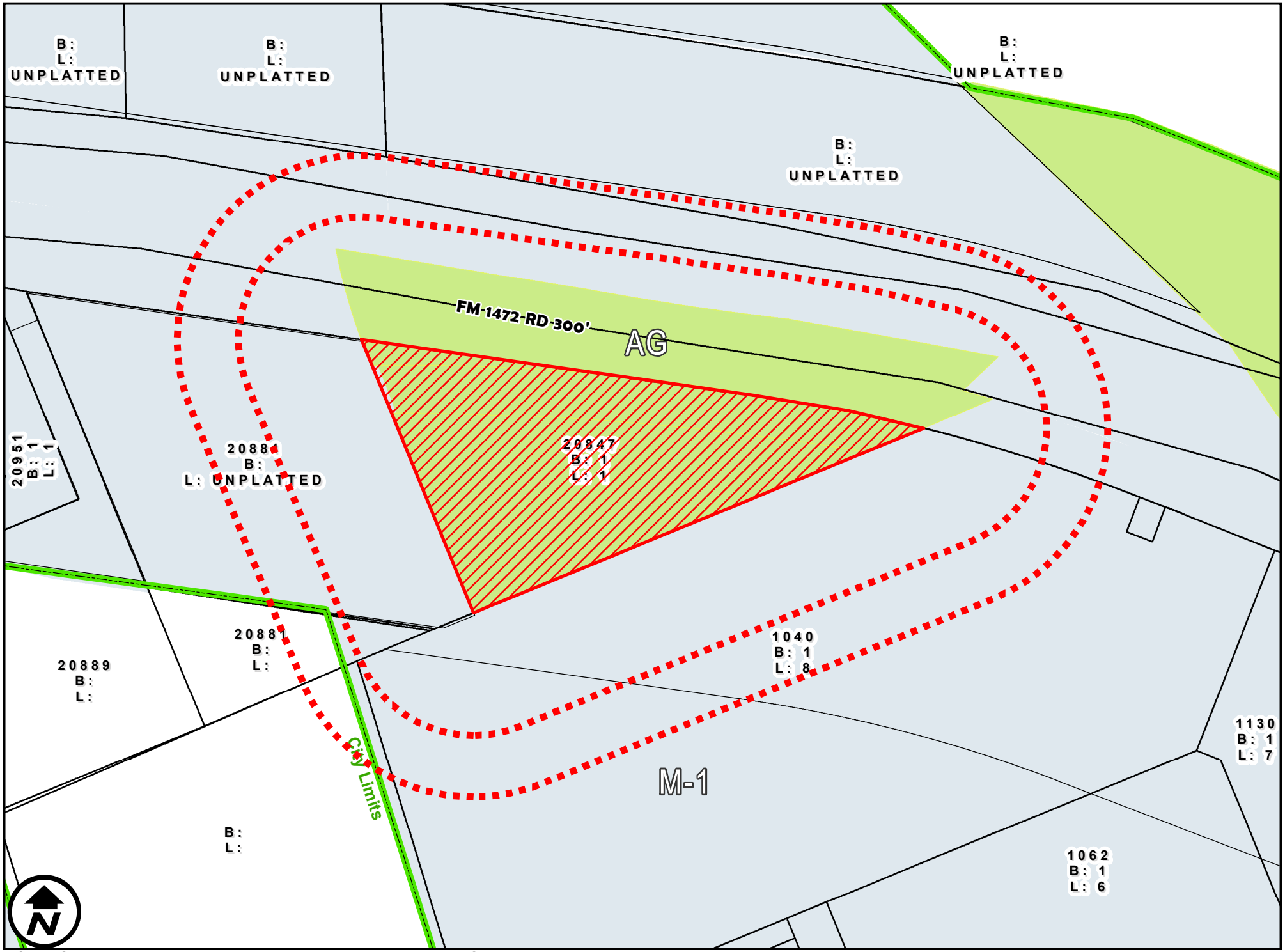


DIMENSIONS MAP

1 inch = 200 feet

ZC-058-2025
COUNCIL DISTRICT 7
20847 FM 1472

APPLICATION FC
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGHT MAUFACTURING DISTRICT)

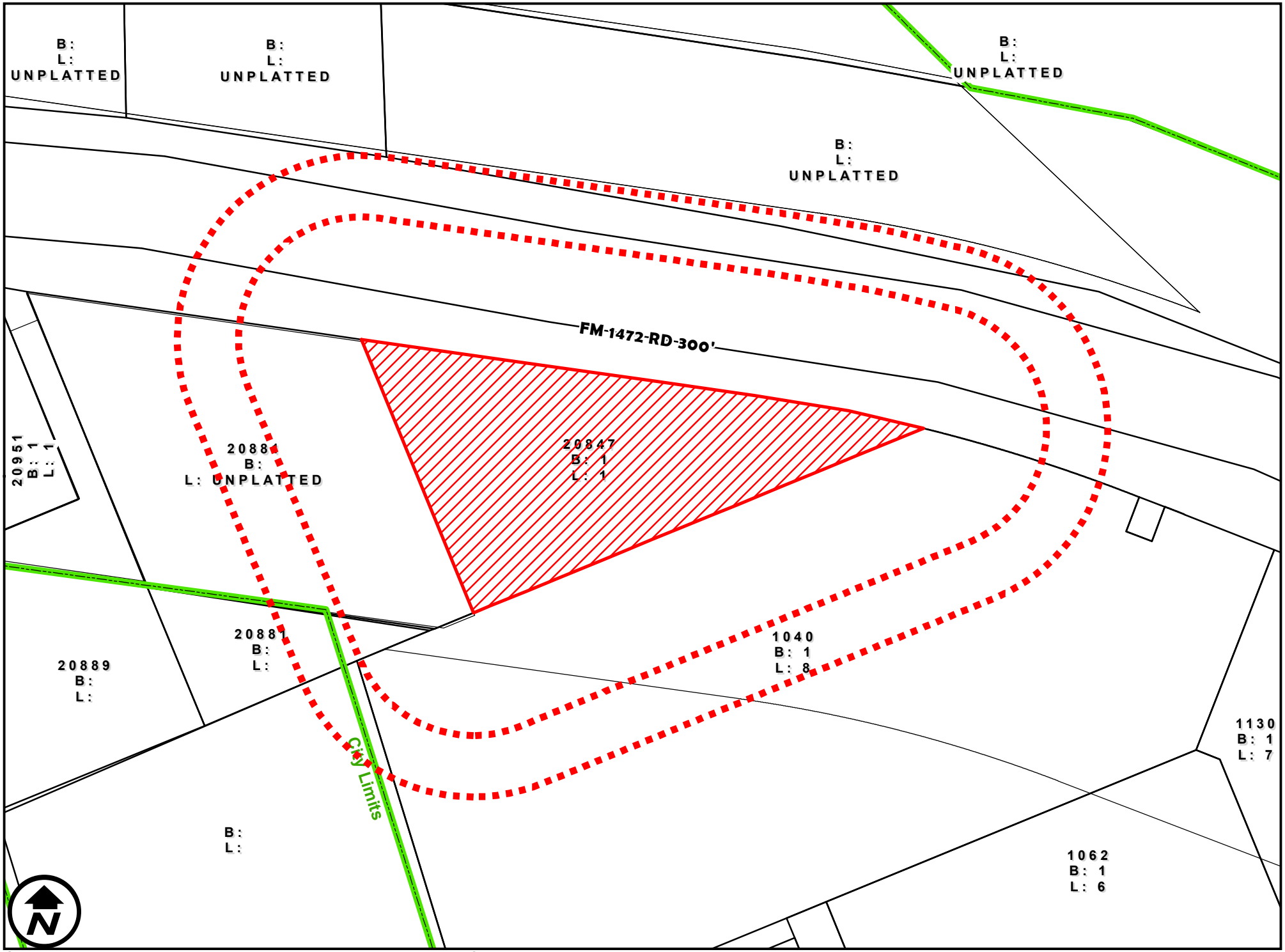


ZONING MAP

1 inch = 200 feet

ZC-058-2025
COUNCIL DISTRICT 7
20847 FM 1472

APPLICATION FO
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGHT MAUFACTURING DISTRICT)

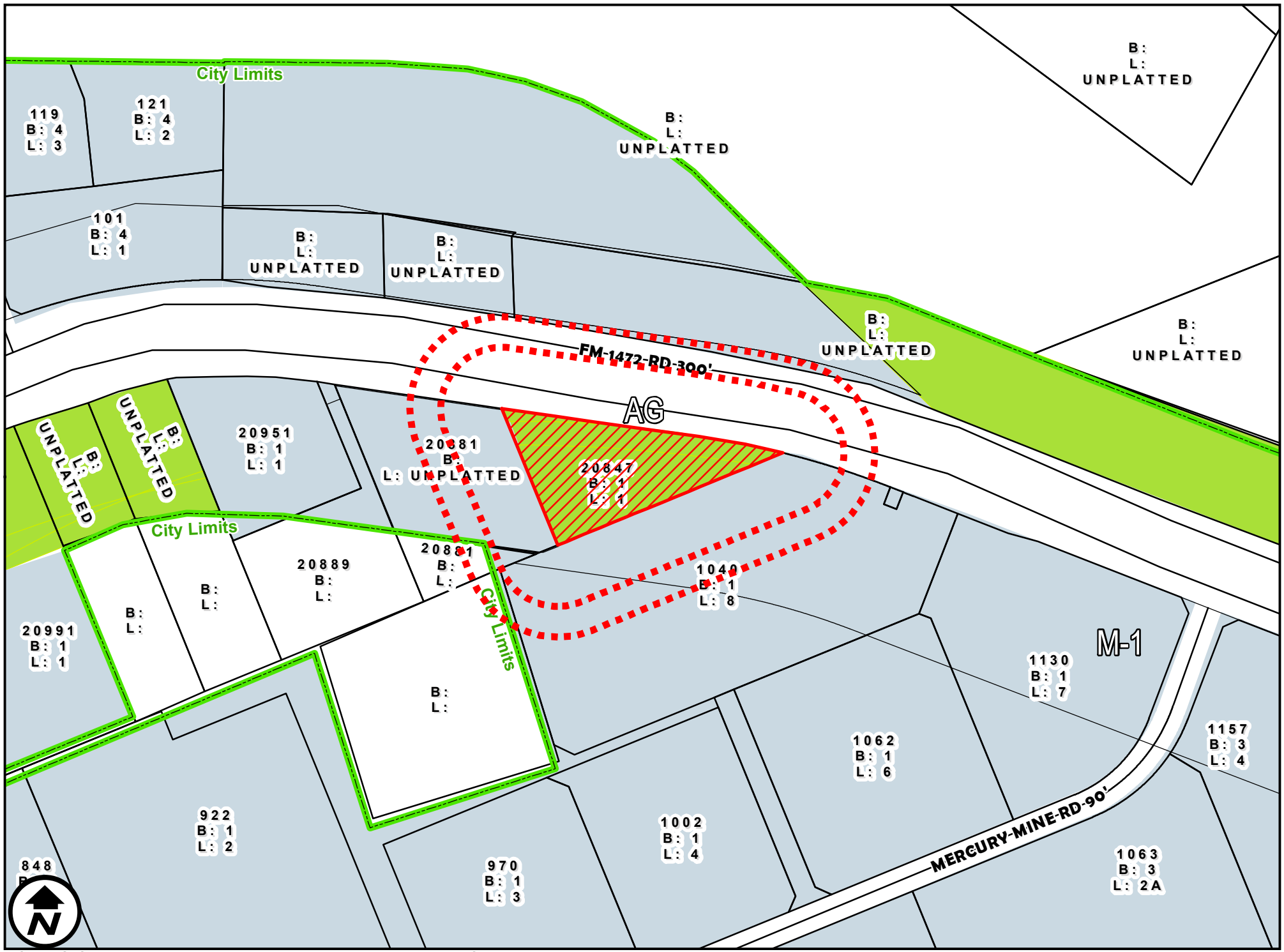


SURVEY MAP

1 inch = 200 feet

ZC-058-2025
COUNCIL DISTRICT 7
20847 FM 1472

APPLICATION FC
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGHT MAUFACTURING DISTRICT)

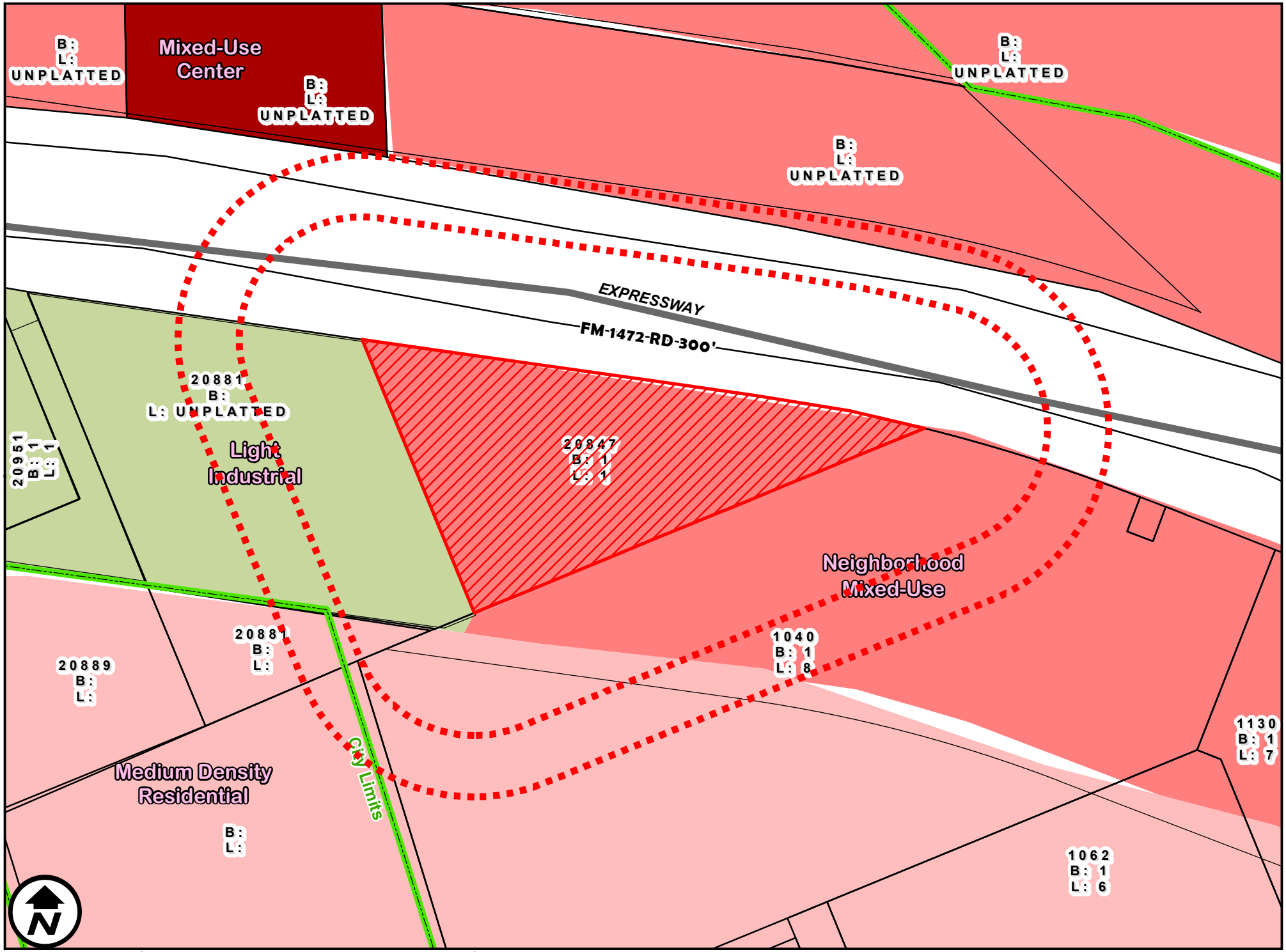


ZONING OVERVIEW

1 inch = 400 feet

ZC-058-2025
COUNCIL DISTRICT 7
20847 FM 1472

APPLICATION FO
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGHT MAUFACTURING DISTRICT)

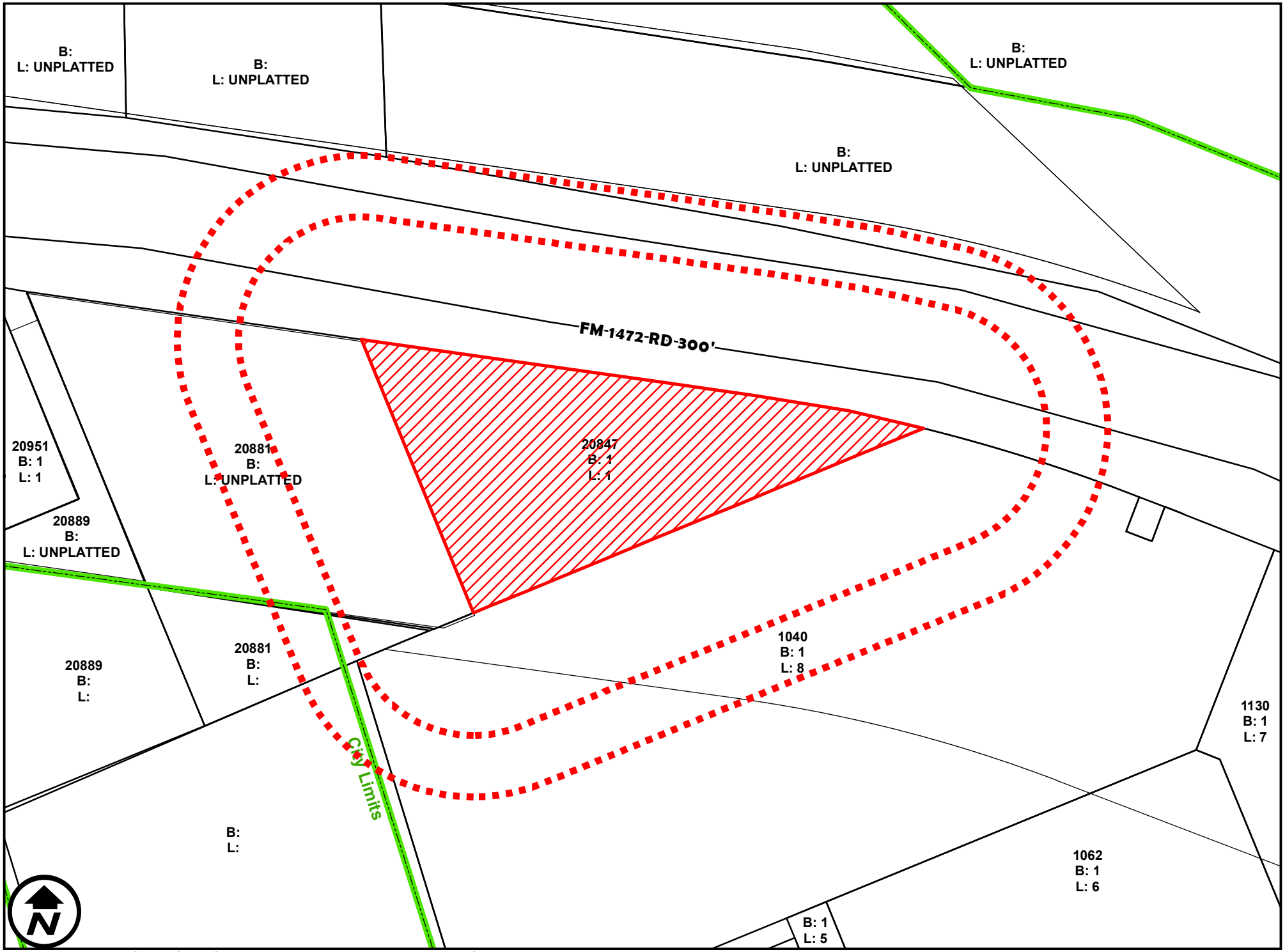


FUTURE LANDUSE

1 inch = 200 feet

ZC-058-2025
COUNCIL DISTRICT 7
20847 FM 1472

APPLICATION FC
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGHT MAUFACTURING DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 200 feet

ZC-058-2025
COUNCIL DISTRICT 7
20847 FM 1472

APPLICATION FC
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGHT MAUFACTURING DISTRICT)


ZC-058-2025
ATTENTION
PROPOSED
ZONE CHANGE
FROM AG TO M-1
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613
Premier

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1, BLOCK 1, EMTZ PLAT, LOCATED AT 20847 FM 1472, FROM AG (AGRICULTURAL DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lot 1, Block 1, EMTZ Plat, located at 20847 FM 1472, from AG (Agricultural District) to M-1 (Light Manufacturing District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on August 21, 2025; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on September 15, 2025 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo is hereby amended by Lot 1, Block 1, EMTZ Plat, located at 20847 FM 1472, from AG (Agricultural District) to M-1 (Light Manufacturing District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council Agenda Item ZC-058-2025

(Rezoning from AG to M-1 at 20847 FM 1472).

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1. Level of Alignment

☑ **Weak/None** – The requested rezoning from AG (Agricultural District) to M-1 (Light Manufacturing District) does not align with the *Viva Laredo Comprehensive Plan*. The Future Land Use Map identifies the subject area as **Neighborhood Mixed Use**, which emphasizes mixed-use, walkable, neighborhood-scale development rather than industrial zoning.

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2. Supporting Goal(s)/Policy(ies)

Policy 3.1.1 – Promote Mixed Use Development

"Encourage mixed use development patterns that combine residential, retail, office, civic, and recreational uses within walkable neighborhoods."
(*Viva Laredo City of Laredo Comprehensive Plan*, Ch. 3 Urban Design, p. 3-41)
Relevance: This policy establishes that Neighborhood Mixed Use areas should integrate a variety of community-serving uses in a compact and walkable format. The proposed industrial rezoning diverges from this intent by introducing a single-use, non-pedestrian-oriented zoning classification.

Policy 9.2.1 – Support Land Use Decisions that Advance Economic Growth in Designated Industrial Areas

"Encourage industrial development in areas designated for industrial growth to maximize compatibility and efficiency of infrastructure investment."
(*Viva Laredo City of Laredo Comprehensive Plan*, Ch. 9 Economic Development, p. 9-34)
Relevance: While this policy promotes industrial development, it specifies "areas designated for industrial growth." The subject property is not designated for industrial uses in the Future Land Use Map, which instead assigns it to Neighborhood Mixed Use.

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3. Summary of Alignment

The proposed rezoning to M-1 (Light Manufacturing) is **inconsistent** with the *Viva Laredo Comprehensive Plan*. The Future Land Use Map designates the area as **Neighborhood Mixed Use**, supporting a blend of residential, retail, and neighborhood-serving commercial uses.

Rezoning to an industrial classification conflicts with this vision and does not directly fulfill any verbatim policy within the plan.

Although the rezoning may respond to surrounding industrial uses to the west, it represents a departure from the adopted land use framework. This creates a potential precedent for erosion of the Neighborhood Mixed Use designation, which is intended to maintain walkable, community-oriented development patterns.

Accordingly, the level of alignment is **Weak/None**, as no applicable goals or policies in *Viva Laredo* directly support industrial zoning in this location.

City of Laredo

City Council

Meeting Date: 9/15/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 2.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, West 1/2 of Lot 2, and North 8.85 feet of the alley of Block 889, Eastern Division, located at 1601 Garfield Street, from R-1 (Single Family Residential District) to B-1 (Limited Business District).

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-064-2025
District III

Council District: District 3 **Zone Case:** ZC-064-2025

Letters sent to property owners: 28

In Favor (within 200 radius): 1
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 7 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

City Council-Regular Meeting

Date: 9/15/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Rodolfo Sepulveda, Owner
Staff Source: Vanessa Guerra, MPA, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, West 1/2 of Lot 2, and North 8.85 feet of the alley of Block 889, Eastern Division, located at 1601 Garfield Street, from R-1 (Single Family Residential District) to B-1 (Limited Business District).

The Planning and Zoning Commission recommended **approval** of the proposed zone change and staff **supports** the application.

ZC-064-2025
District III

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: III - Cm. Melissa R. Cigarroa

Proposed use: The proposed use is commercial.

Site: The site is currently occupied by a single family residential home, a parking lot, and commercial structures.

Surrounding land uses: To the north of the site is Garfield Street and residential uses. To the east of the site is residential uses. To the south of the site is a commercial plaza, which includes the following businesses: Dulceria Dona Lucy, Laredo's Liquor Store, and Universal Snacks. To the west of the site is North Meadow Avenue and a commercial plaza, which includes the following businesses: Gallo Fino Barbershop, Acara Home Health Agency, WaterTree, and Cizors Hair Studio.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.

https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Garfield Street as a Local Street and North Meadow Avenue as a Major Collector.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 28
Inside 200' Radius: In Favor: 1 **Opposed:** 0
Outside 200' Radius: In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **7** to **0** vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change for the following reasons:

1. There is predominately B-1 zoning districts to the south and west of the proposed site.
2. The proposed zone change does not create an isolated zoning district.
3. The proposed site meets the minimum lot width requirement of 46 feet for B-1 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property lot width is approximately 70 feet.
4. There are similar uses within the vicinity of the proposed site.

   *Please note: Proposed use shall comply with the parking regulations. Staff recommends the applicant to speak to the Building Development Services Division regarding parking.

General Comments:

1. The approval of the zone change does not guarantee the issuance of the building permit.
2. The use authorized by the zone change is required to abide by all relevant municipal codes.

Staff **supports** the application.

B-1. The purpose of the B-1 Limited Business District is to provide for business and commercial development serving a limited geographic area or neighborhood.

Is this change contrary to the established land use pattern?
No. There are similar uses within the vicinity of the proposed site.

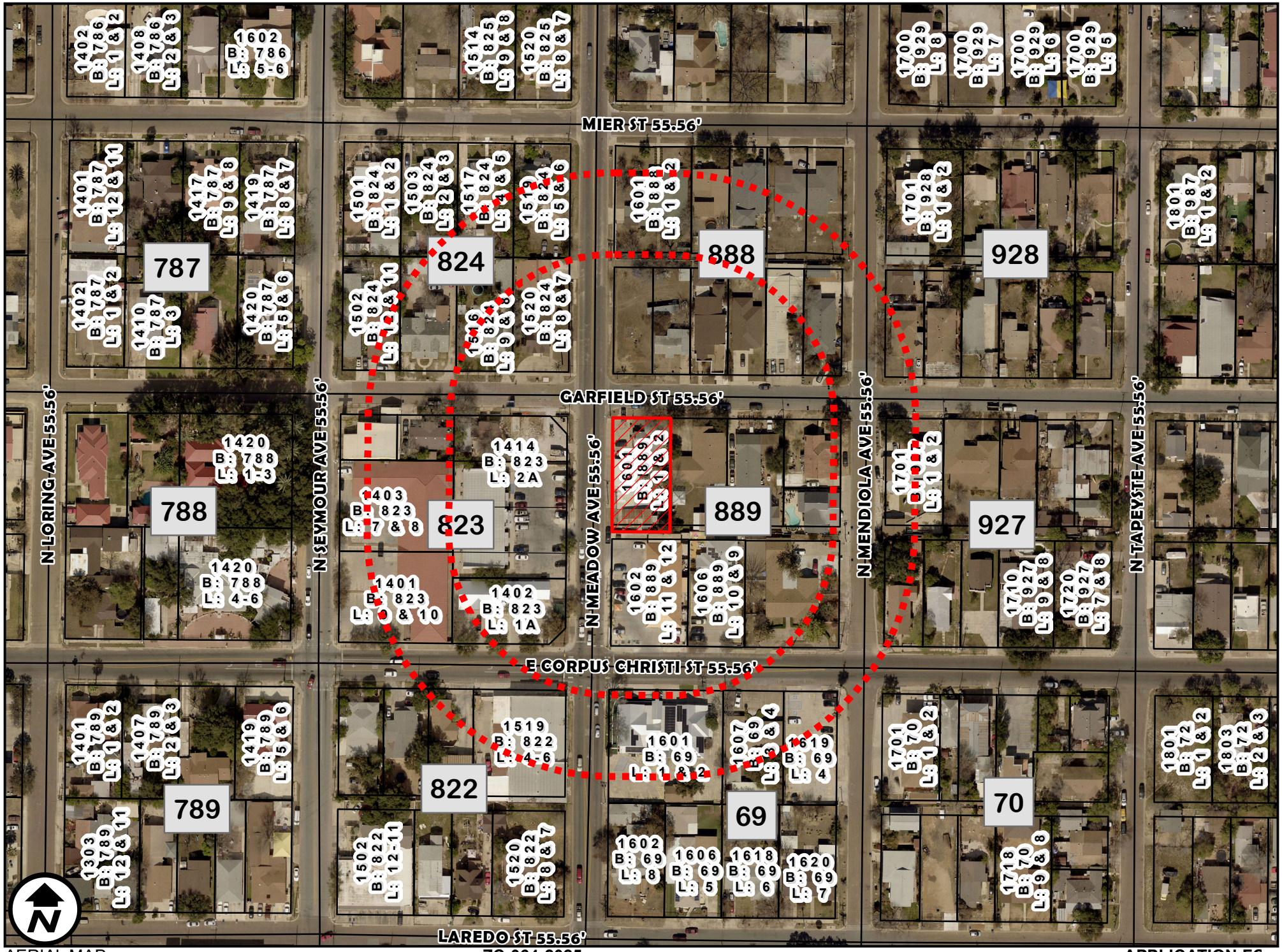
Would this change create an isolated zoning district unrelated to surrounding districts?
No. There is predominately B-1 zoning districts to the south and west of the proposed site.

Will change adversely influence living conditions in the neighborhood?
No. It is not anticipated to have a negative impact in the surrounding area or neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing R-1 does not allow for proposed commercial uses intended by the applicant.

Attachments

Maps
Draft Ordinance

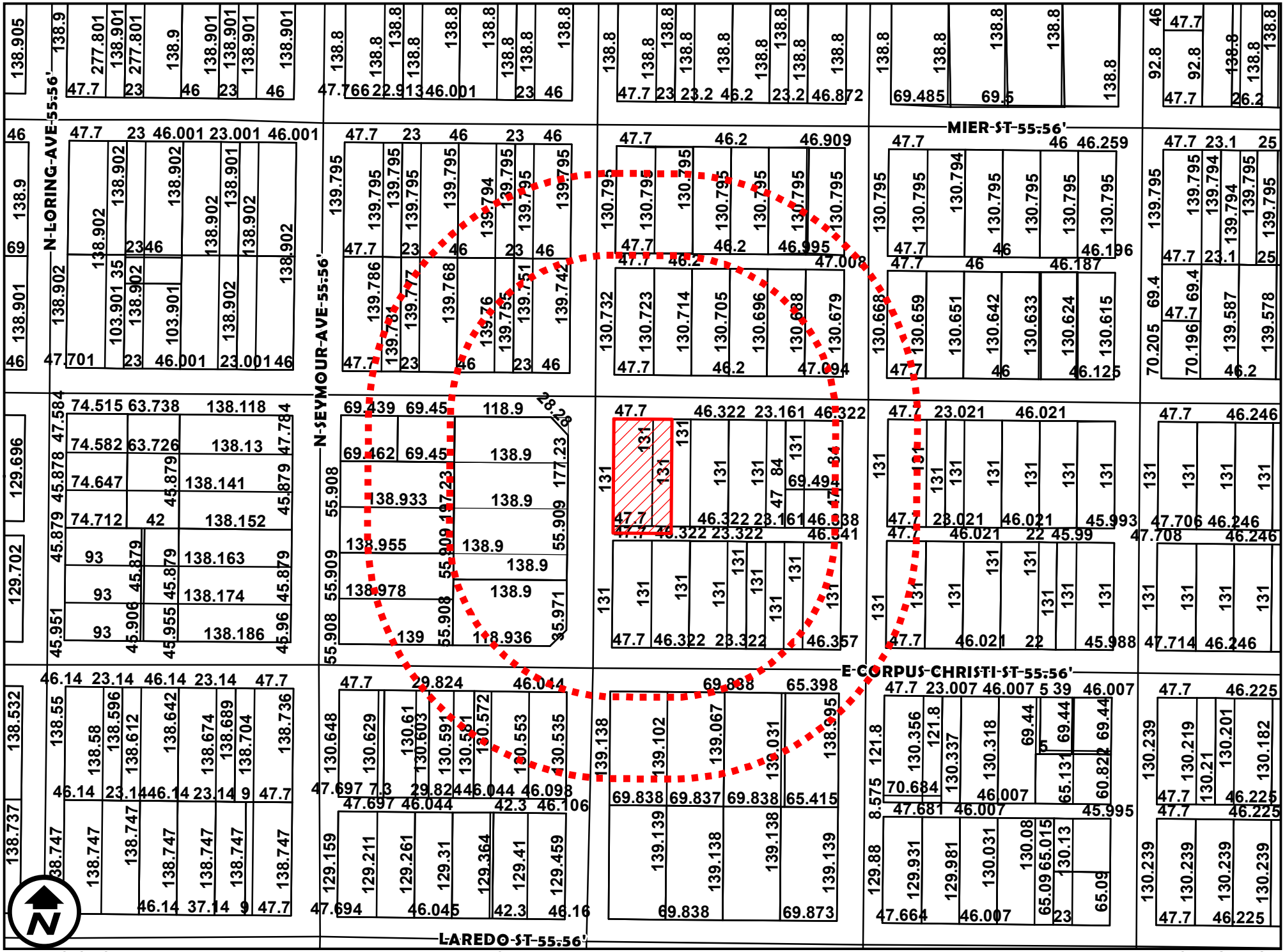


AERIAL MAP

1 inch = 150 feet

ZC-064-2025
COUNCIL DISTRICT 3
1601 GARFIELD STREET

APPLICATION FC
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
B-1 (LIMITED BUSINESS DISTRICT)

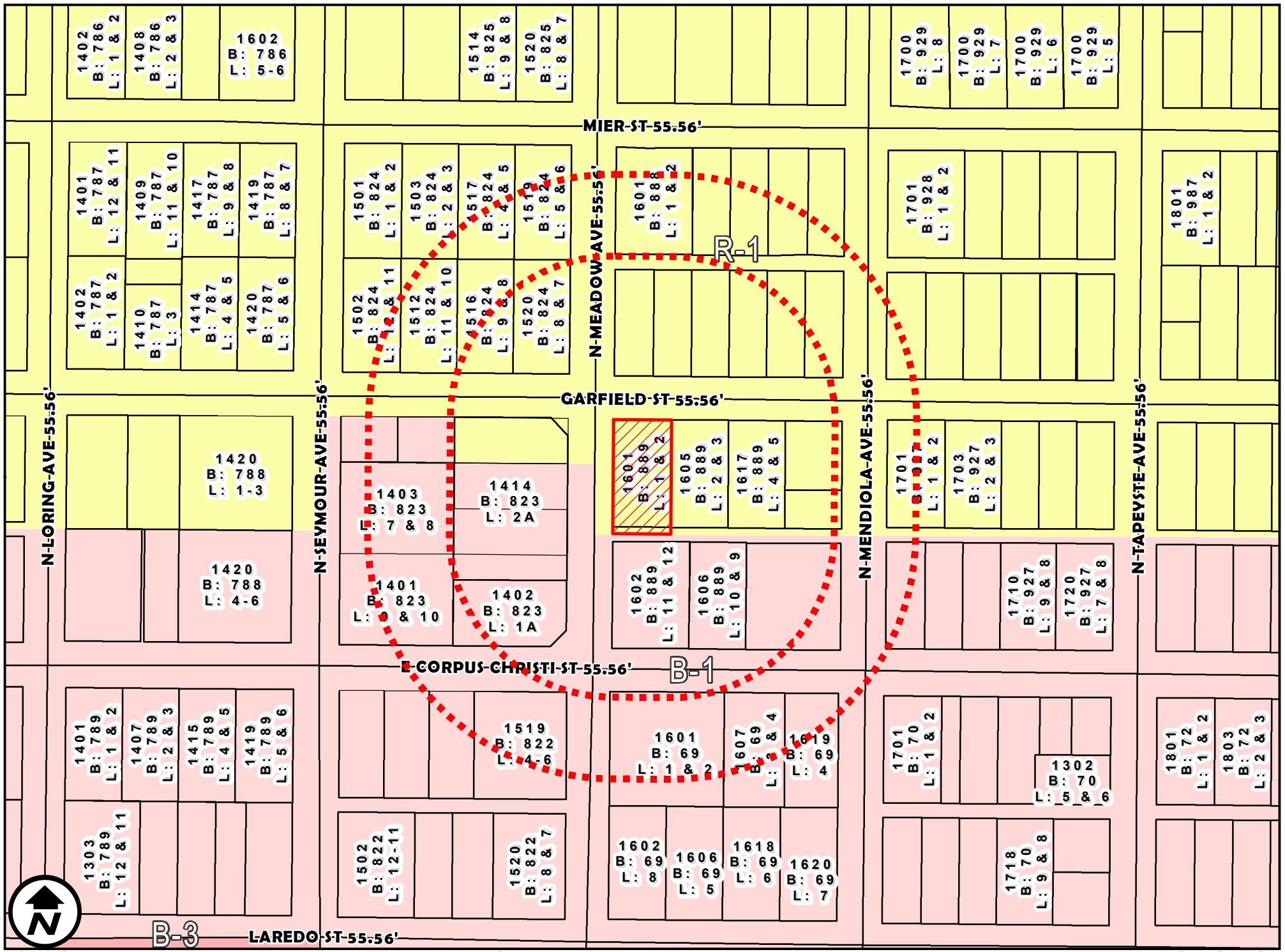


DIMENSIONS MAP

1 inch = 150 feet

ZC-064-2025
COUNCIL DISTRICT 3
1601 GARFIELD STREET

APPLICATION FC
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
B-1 (LIMITED BUSINESS DISTRICT)

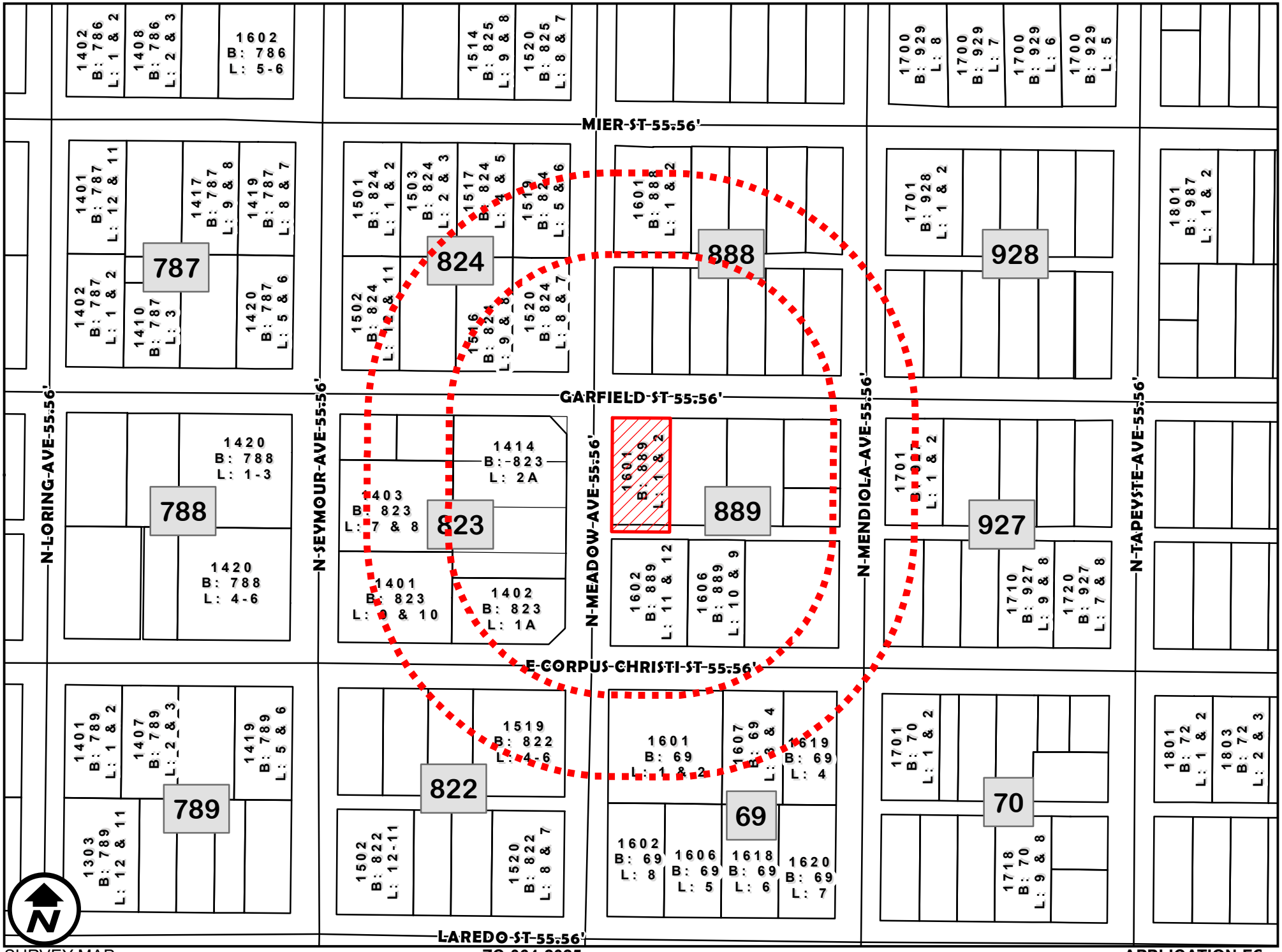


ZONING MAP

1 inch = 150 feet

ZC-064-2025
COUNCIL DISTRICT 3
1601 GARFIELD STREET

APPLICATION FC
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
B-1 (LIMITED BUSINESS DISTRICT)

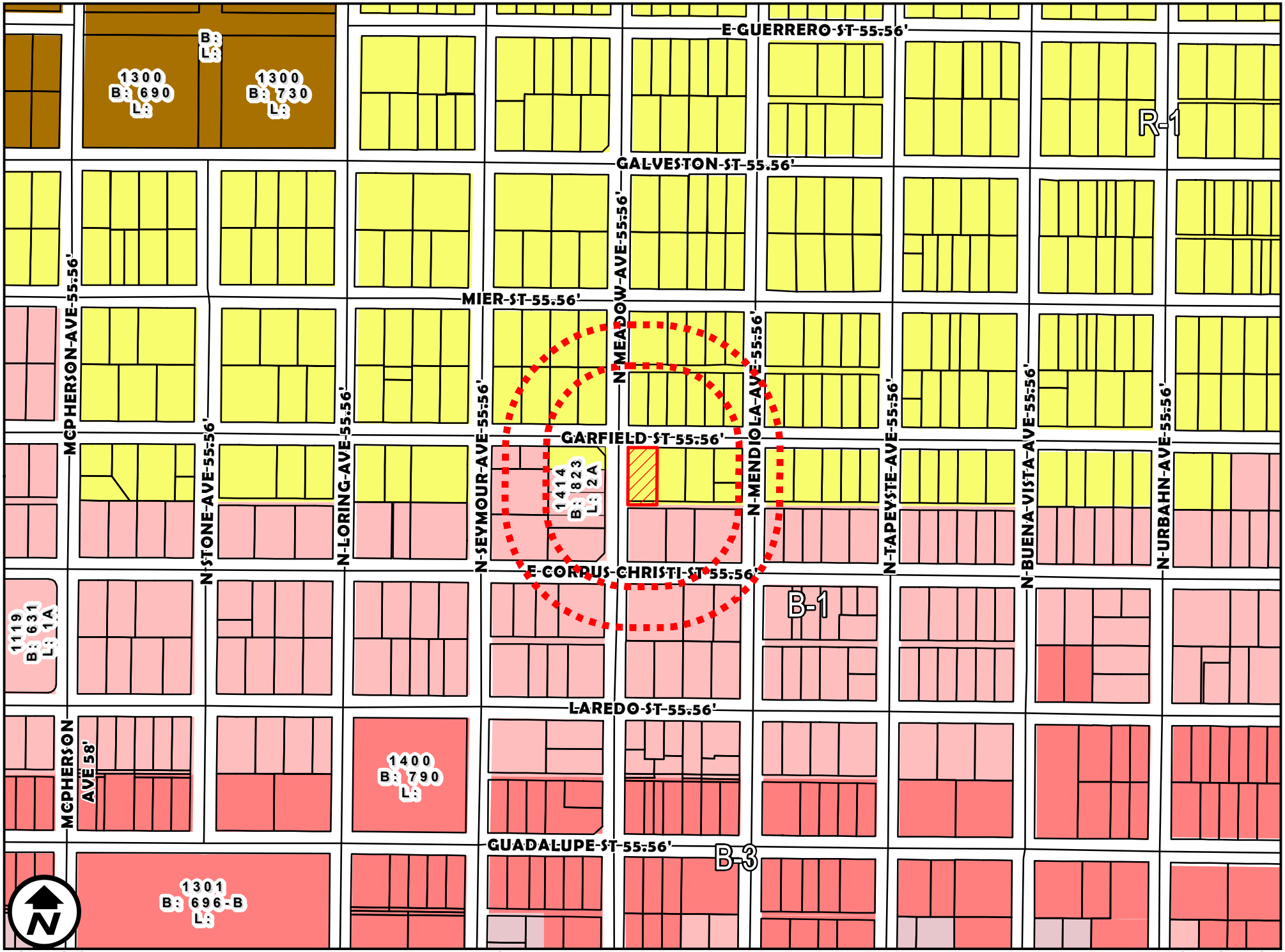


SURVEY MAP

1 inch = 150 feet

ZC-064-2025
COUNCIL DISTRICT 3
1601 GARFIELD STREET

APPLICATION FC
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
B-1 (LIMITED BUSINESS DISTRICT)

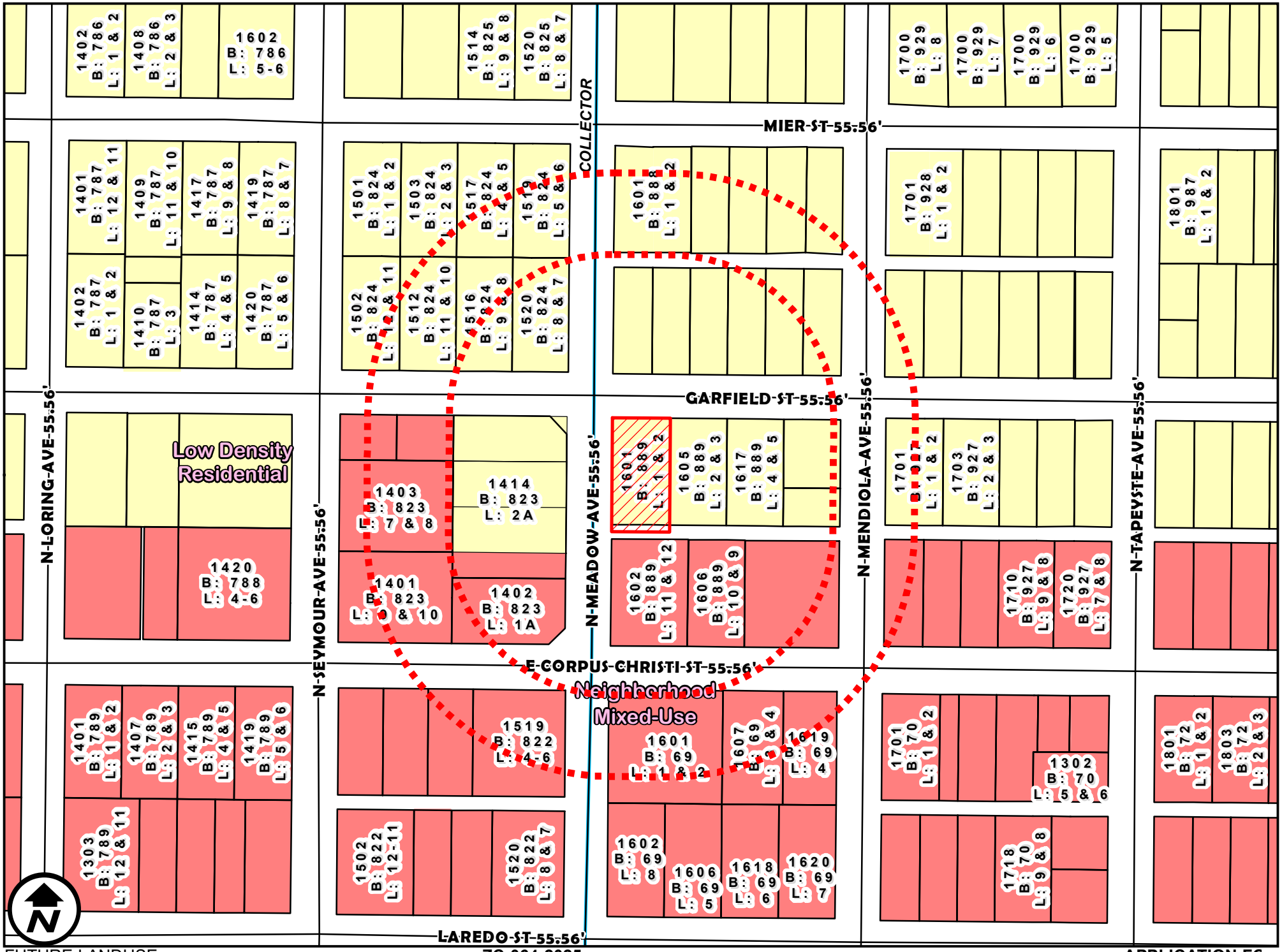


ZONING OVERVIEW

1 inch = 300 feet

ZC-064-2025
COUNCIL DISTRICT 3
1601 GARFIELD STREET

APPLICATION FO
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
B-1 (LIMITED BUSINESS DISTRICT)

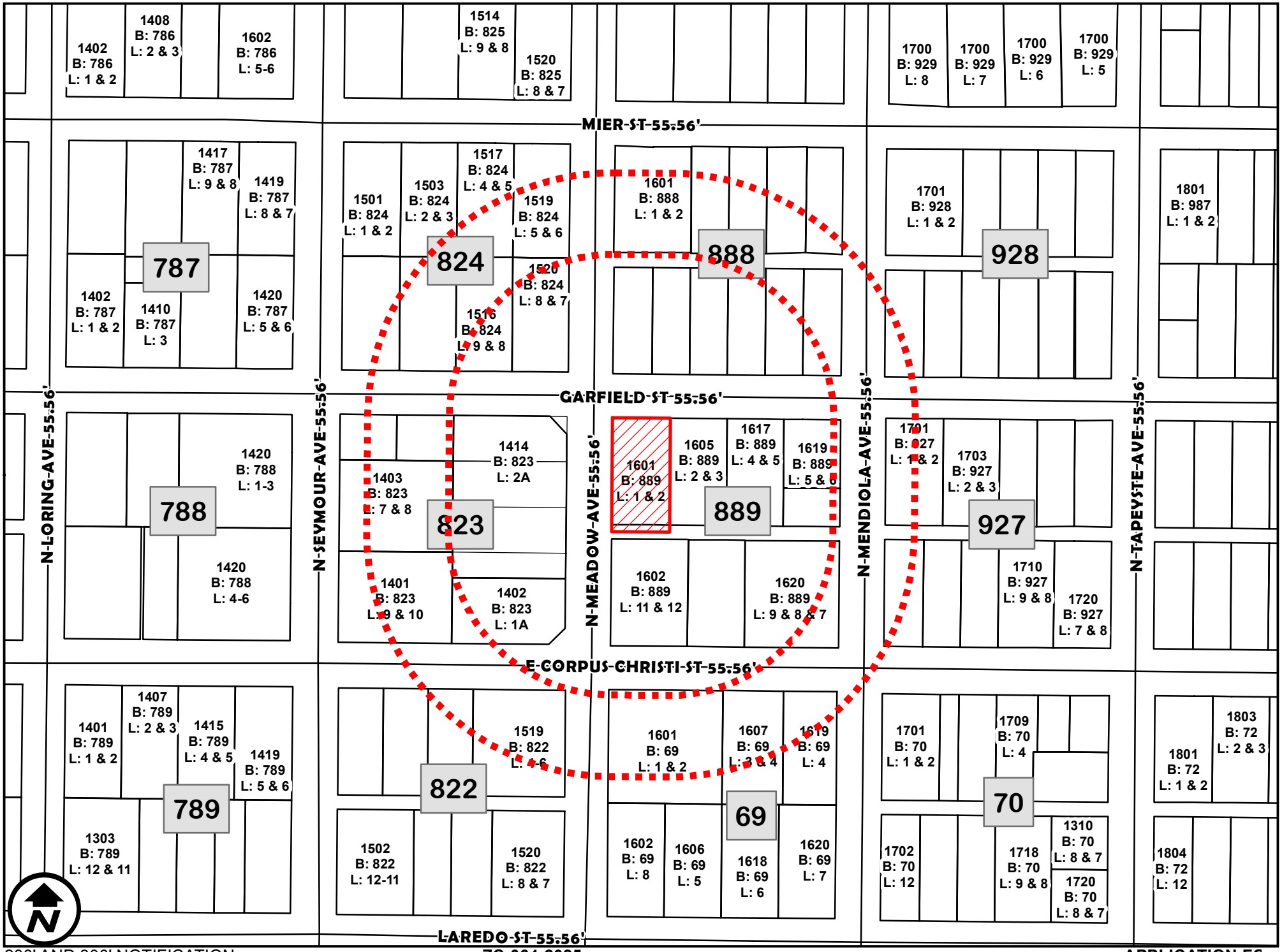


FUTURE LANDUSE

1 inch = 150 feet

ZC-064-2025
COUNCIL DISTRICT 3
1601 GARFIELD STREET

APPLICATION FC
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
B-1 (LIMITED BUSINESS DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-064-2025
COUNCIL DISTRICT 3
1601 GARFIELD STREET

APPLICATION FC
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
B-1 (LIMITED BUSINESS DISTRICT)

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1, WEST 1/2 OF LOT 2, AND NORTH 8.85 FEET OF THE ALLEY OF BLOCK 889, EASTERN DIVISION, LOCATED AT 1601 GARFIELD STREET, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-1 (LIMITED BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lot 1, West 1/2 of Lot 2, and North 8.85 feet of the alley of Block 889, Eastern Division, located at 1601 Garfield Street, from R-1 (Single Family Residential District) to B-1 (Limited Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on August 21, 2025; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on September 15, 2025 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo is hereby amended by Lot 1, West 1/2 of Lot 2, and North 8.85 feet of the alley of Block 889, Eastern Division, located at 1601 Garfield Street, from R-1 (Single Family Residential District) to B-1 (Limited Business District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council Agenda Item ZC-064-2025

(Rezoning from R-1 to B-1 at 1601 Garfield Street).

---

1. Level of Alignment

☑ **Weak/None** – The rezoning request conflicts with the *Viva Laredo Comprehensive Plan*. The Future Land Use Map identifies the site as **Low Density Residential**, which emphasizes the protection and preservation of single-family residential areas. Rezoning to B-1 (Limited Business District) introduces commercial activity that diverges from the adopted land use designation.

---

2. Supporting Goal(s)/Policy(ies)

Policy 3.2.1 – Protect Established Residential Neighborhoods

"Preserve and protect the character of established residential neighborhoods by limiting incompatible land uses and encouraging reinvestment that strengthens neighborhood identity."
(*Viva Laredo City of Laredo Comprehensive Plan*, Ch. 3 Urban Design, p. 3-45)
Relevance: The Future Land Use Map designates this property for Low Density Residential. Rezoning to B-1 introduces commercial uses into a residential block, which could undermine the preservation intent for established neighborhoods.

Policy 7.2.1 – Ensure Compatibility Between Adjacent Land Uses

"Adopt land use regulations and development standards that mitigate adverse impacts where different uses abut, especially between commercial and residential."
(*Viva Laredo City of Laredo Comprehensive Plan*, Ch. 7 Land Use, p. 7-14)
Relevance: While B-1 is a neighborhood-serving commercial district, its introduction within a Low Density Residential designation is inconsistent. Compatibility concerns may be addressed through buffering, but the rezoning itself departs from the adopted plan's residential intent.

Policy 4.1.2 – Support Small-Scale Neighborhood Businesses in Designated Areas

"Encourage the location of small-scale, neighborhood-serving businesses in areas designated for mixed use or commercial development, rather than within stable residential districts."
(*Viva Laredo City of Laredo Comprehensive Plan*, Ch. 4 Economic Development, p. 4-22)
Relevance: The requested B-1 zoning may be appropriate along corridors or in designated centers, but it does not align with the Low Density Residential designation of the subject site.

3. Summary of Alignment

The proposed rezoning to B-1 (Limited Business District) conflicts with the *Viva Laredo Comprehensive Plan*. The **Future Land Use Map** calls for Low Density Residential, reinforcing policies that protect existing neighborhoods from incompatible encroachment. While B-1 zoning is designed for neighborhood-serving businesses, its introduction in this location would represent a departure from the adopted residential land use framework.

The request demonstrates **Weak/None alignment**, as no applicable goals or policies directly support rezoning stable Low Density Residential areas into commercial use. Approval would rely more on the existing surrounding pattern of mixed residential and commercial activity than on the Comprehensive Plan itself.

City of Laredo

City Council

Meeting Date: 9/15/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 3.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 34.821 acres, as further described by metes and bounds on attached Exhibit A, located west of Beltway Parkway and west of Expansion Drive, from AG (Agricultural District) to M-1 (Light Manufacturing District).

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-066-2025
District VII

Council District: District 7 **Zone Case:** ZC-066-2025

Letters sent to property owners: 18

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 7 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

City Council-Regular Meeting

Date: 9/15/2025

Initiated By: Ramon Chavez, Assistant City Manager

Initiated By: ND Hachar Trust EtAl, Owner; Verde Corp., Applicant; Porras Nance Engineering, Representative

Staff Source: Vanessa Guerra, MPA, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 34.821 acres, as further described by metes and bounds on attached Exhibit A, located west of Beltway Parkway and west of Expansion Drive, from AG (Agricultural District) to M-1 (Light Manufacturing District).

The Planning and Zoning Commission recommended **approval** of the proposed zone change and staff **supports** the application.

ZC-066-2025
District VII

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VII – Cm. Vanessa Perez

Proposed use: The proposed use is industrial.

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is vacant undeveloped land. To the east of the site is vacant land. To the south of the site is vacant undeveloped land. To the west of the site is vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed Use.

https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Beltway Parkway as a major arterial and identifies Expansion Drive as a local street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 18
Inside 200' Radius: **In Favor:** 0 **Opposed:** 0
Outside 200' Radius: **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **7** to **0** vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change for the following reasons:

1. The proposed site meets the minimum lot area requirement of 9,000 square feet for M-1 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property lot area is approximately 34.821 acres (1 acre = 43,560 feet).
2. There is predominately M-1 zoning to the east of the site.
3. The proposed use is compatible with the area since there are similar uses to the east of the site.
4. The proposed zoning will not create an isolated zoning district.

General Comments:

1. The approval of the zone change does not guarantee the issuance of the building permit.
2. The use authorized by the zone change is required to abide by all relevant municipal codes.

Staff **supports** the application.

M-1. The purpose of the M-1 Light Manufacturing District is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses.

Is this change contrary to the established land use pattern?
There are industrial uses to the east of the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The proposed zoning will not create an isolated zoning district.

Will change adversely influence living conditions in the neighborhood?
No. It is not anticipated to have a negative impact in the surrounding area or neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing AE does not allow for industrial uses intended by the applicant.

Attachments

Maps
Survey
Zone Change Signage
Draft Ordinance

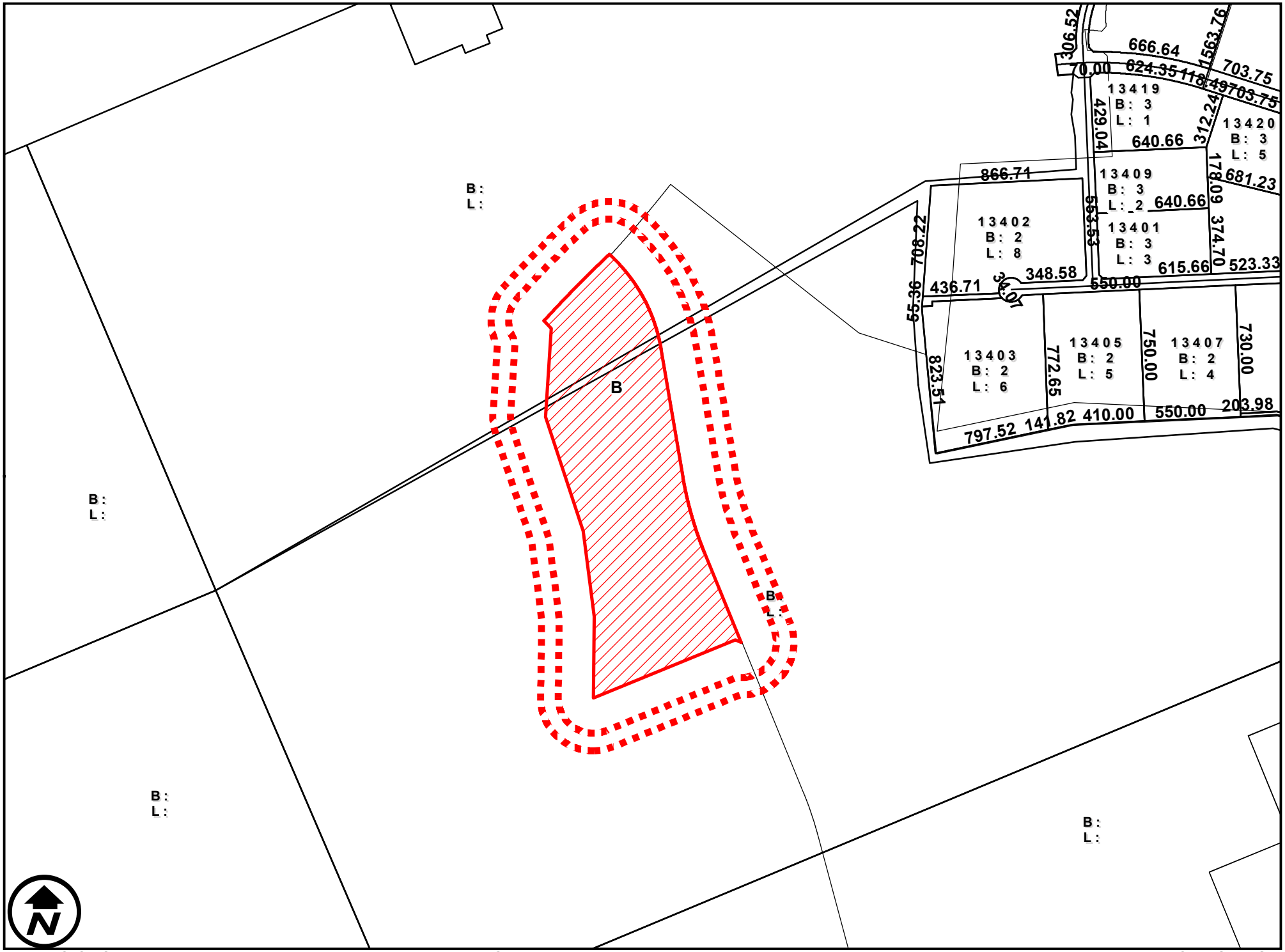


AERIAL MAP

1 inch = 700 feet

ZC-066-2025
COUNCIL DISTRICT 7
WEST OF BELTWAY PARKWAY AND WEST OF EXPANSION DRIVE

APPLICATION FO
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGHT MANUFACTURING DISTRICT)



DIMENSIONS MAP

1 inch = 700 feet

ZC-066-2025
COUNCIL DISTRICT 7
WEST OF BELTWAY PARKWAY AND WEST OF EXPANSION DRIVE

APPLICATION FC
AG (AGRICULTURAL DISTRICT) T
M-1 (LIGHT MANUFACTURING DISTRICT)

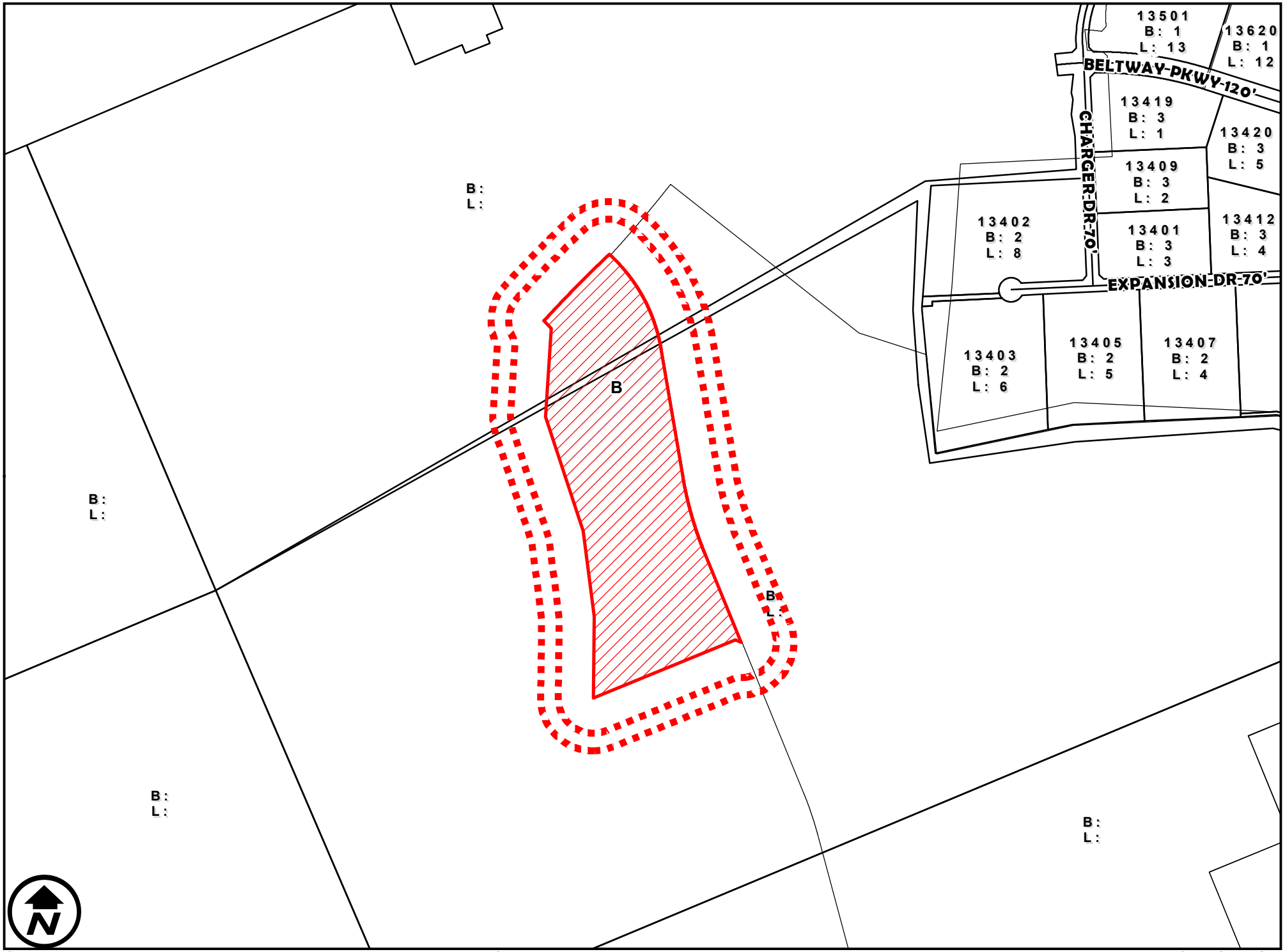


ZONING MAP

1 inch = 700 feet

ZC-066-2025
COUNCIL DISTRICT 7
WEST OF BELTWAY PARKWAY AND WEST OF EXPANSION DRIVE

APPLICATION FC
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGHT MANUFACTURING DISTRICT)

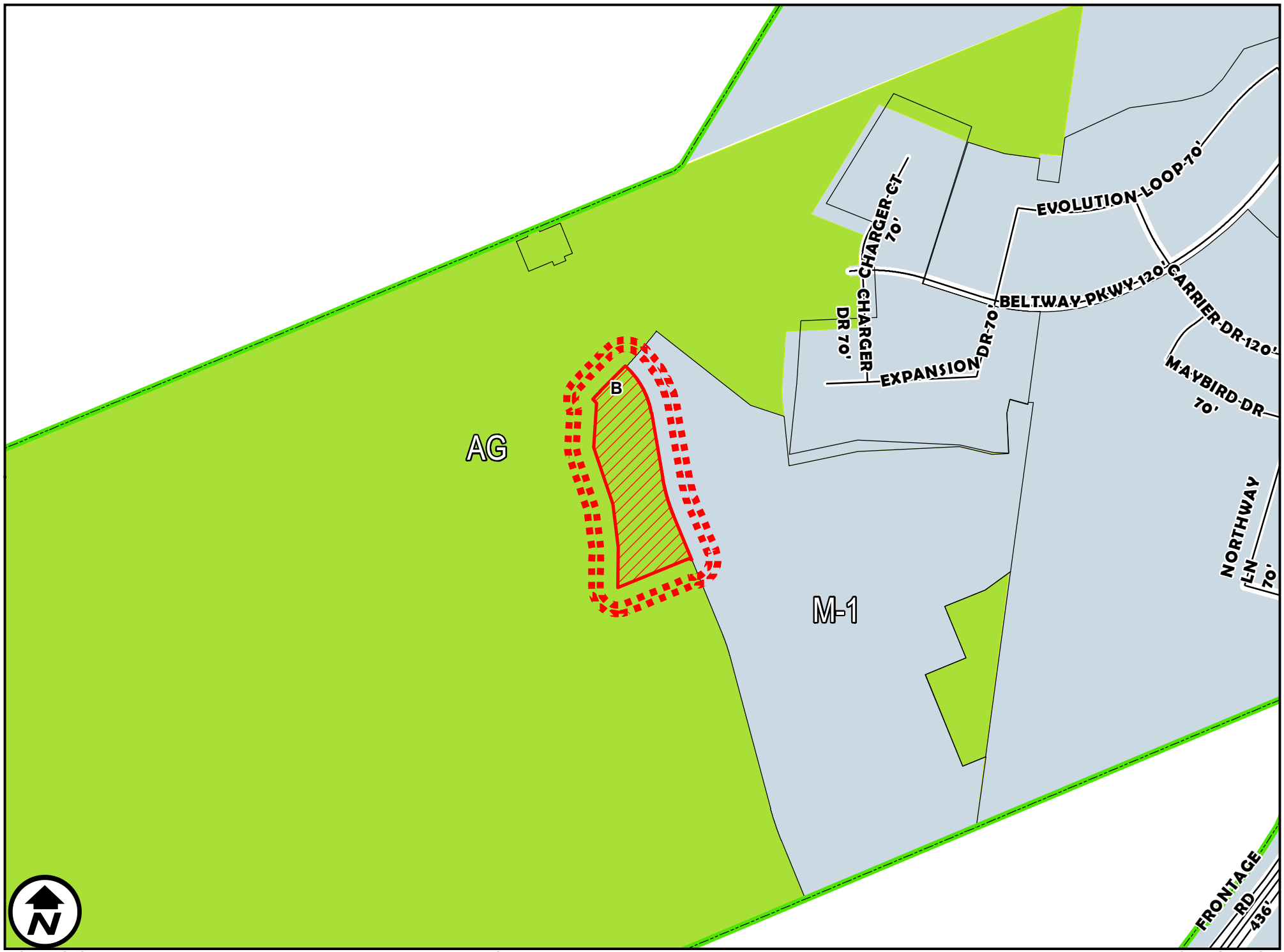


SURVEY MAP

1 inch = 700 feet

ZC-066-2025
COUNCIL DISTRICT 7
WEST OF BELTWAY PARKWAY AND WEST OF EXPANSION DRIVE

APPLICATION FC
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGHT MANUFACTURING DISTRICT)

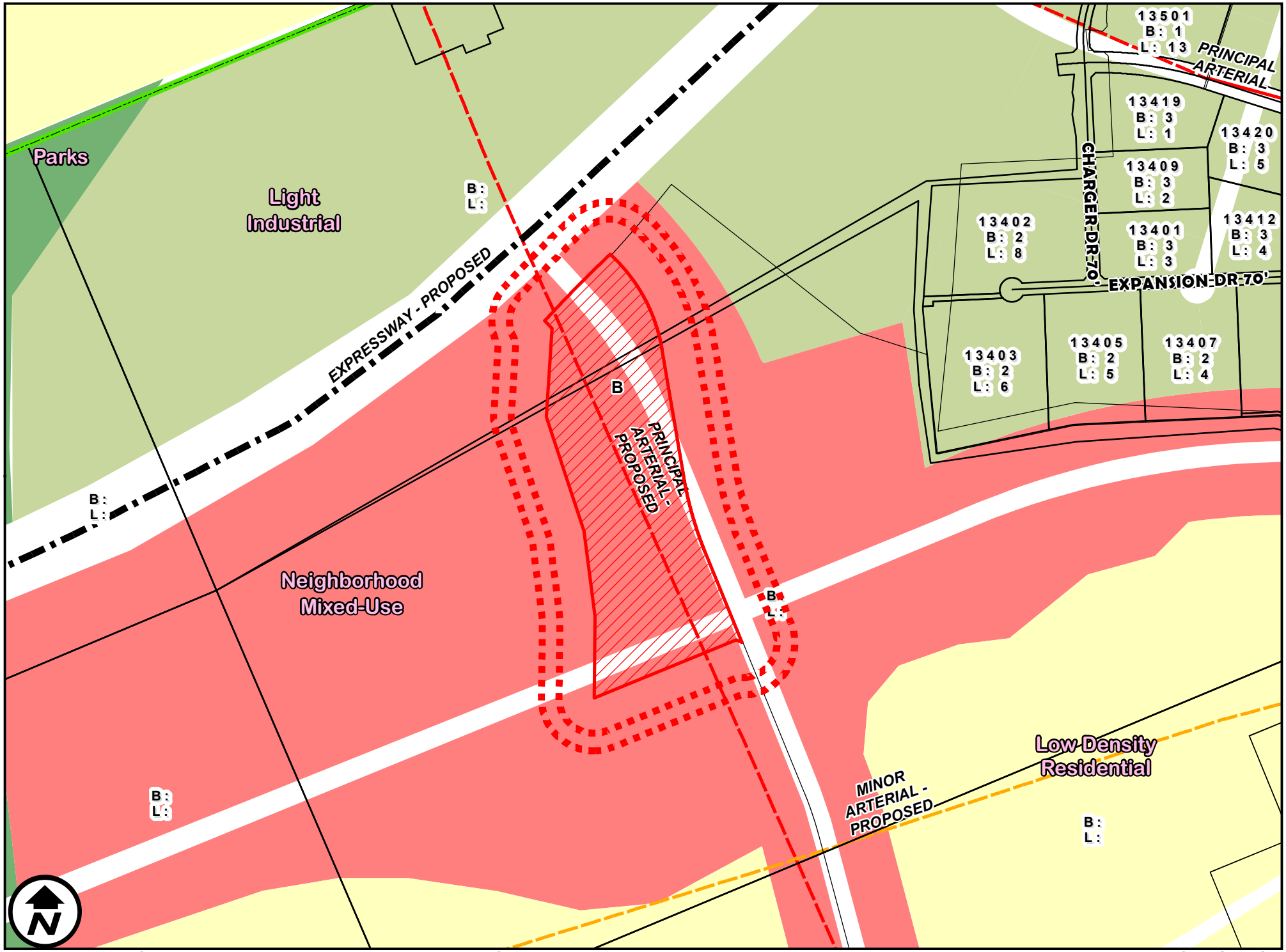


ZONING OVERVIEW

1 inch = 1,400 feet

ZC-066-2025
COUNCIL DISTRICT 7
WEST OF BELTWAY PARKWAY AND WEST OF EXPANSION DRIVE

APPLICATION FC
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGHT MANUFACTURING DISTRICT)

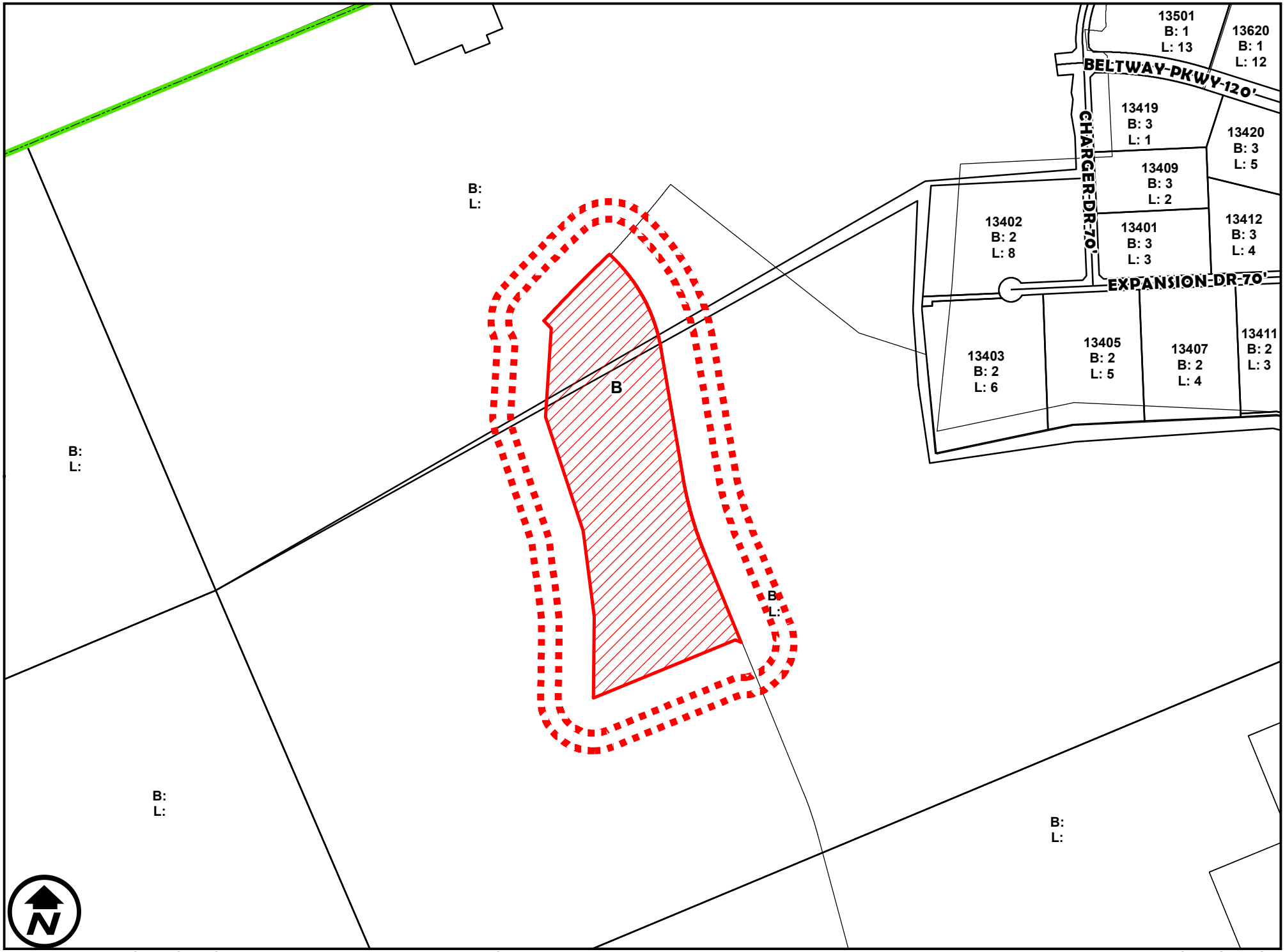


FUTURE LANDUSE

1 inch = 700 feet

ZC-066-2025
COUNCIL DISTRICT 7
WEST OF BELTWAY PARKWAY AND WEST OF EXPANSION DRIVE

APPLICATION FC
AG (AGRICULTURAL DISTRICT) T
M-1 (LIGHT MANUFACTURING DISTRICT)



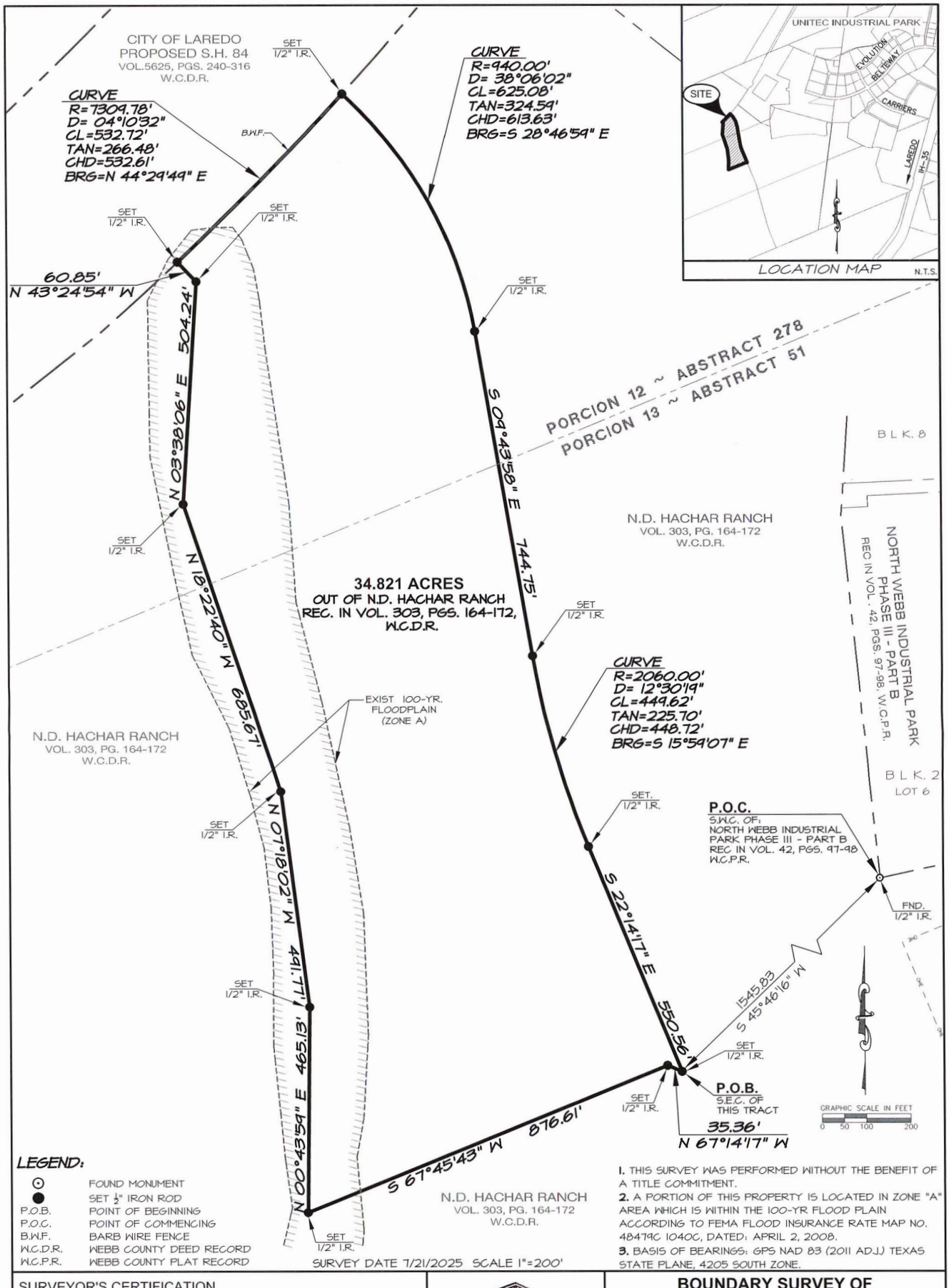
200' AND 300' NOTIFICATION

1 inch = 700 feet

ZC-066-2025
COUNCIL DISTRICT 7
WEST OF BELTWAY PARKWAY AND WEST OF EXPANSION DRIVE

APPLICATION FC
AG (AGRICULTURAL DISTRICT) T
M-1 (LIGHT MANUFACTURING DISTRICT)

EXHIBIT A



LEGEND:

⊙	FOUND MONUMENT
●	SET ½" IRON ROD
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
B.W.F.	BARB WIRE FENCE
W.C.D.R.	WEBB COUNTY DEED RECORD
W.C.P.R.	WEBB COUNTY PLAT RECORD

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
2. A PORTION OF THIS PROPERTY IS LOCATED IN ZONE "A" AREA WHICH IS WITHIN THE 100-YR FLOOD PLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48479C 1040C, DATED: APRIL 2, 2008.
3. BASIS OF BEARINGS: GPS NAD 83 (2011 ADJ.) TEXAS STATE PLANE, 4205 SOUTH ZONE.

SURVEY DATE 7/21/2025 SCALE 1"=200'

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 21st DAY OF July, 2025.

WAYNE NANCE, R.P.L.S.
TEXAS REG. NO. 6235

STATE OF TEXAS
REGISTERED
WAYNE NANCE
6235
PROFESSIONAL
LAND SURVEYOR

BOUNDARY SURVEY OF

34.821 ACRES
OUT OF N.D. HACHAR RANCH
AS RECORDED IN VOLUME 303, PAGES 164-172
OF WEBB COUNTY DEED RECORDS
CITY OF LAREDO, WEBB COUNTY, TEXAS

PORRAS NANCE ENGINEERING
304 E. CALTON RD.
LAREDO, TEXAS 78041
TBPE F-6205
TBPLS F-10188800
OFFICE (956) 724-3097
www.porrasnance.com

34.821 ACRE TRACT

Being out and part of

N.D. Hachar Ranch

Recorded in Volume 303, Page 164, Webb County Deed Records

Within the limits of the

City of Laredo and Webb County, Texas

Being a tract of land found to contain 34.821 acres, more or less, situated in Porcion 12, Abstract 278, Santiago Sanchez, Original Grantee and Porcion 13, Abstract 51, J.M. Garcia, Original Grantee, within the City Limits of Laredo and Webb County, Texas, out and part of the N.D. Hachar Ranch, recorded in Volume 303, Page 164, Webb County Deed Records; this tract being more particularly described by metes and bounds as follows:

COMMENCING from a ½" iron rod found for the southwest corner of the North Webb Industrial Park, Phase III - Part B, recorded in Volume 42, Pages 97-98, Webb County Plat Records, THENCE S 45°46'16" W, 1,545.83 Feet, to a ½" iron rod set for the southeast corner of the herein described tract and the **POINT OF BEGINNING**;

THENCE North 67°14'17" West, 35.36 Feet, to a ½" iron rod set for a deflection corner to the left;

THENCE South 67°45'43" West, 876.61 Feet, to a ½" iron rod set for the southwest corner of this tract;

THENCE along the westerly boundary line of the herein described tract as follows:

North 00°43'59" East, 465.13 Feet, to a ½" iron rod set for a defection corner to the left;
North 07°18'02" West, 491.77 Feet, to a ½" iron rod set for a defection corner to the left;
North 18°22'40" West, 685.67 Feet, to a ½" iron rod set for a defection corner to the right;
North 03°38'06" East, 504.24 Feet, to a ½" iron rod set for a defection corner to the left;
North 43°24'54" West, 60.85 Feet, to a ½" iron rod set on a curve to the left in the southerly boundary line of the City of Laredo, Tract I (241.81 Acres) (proposed State Highway 84 right-of-way), recorded in Volume 5625, Pages 240-316, Webb County Deed Records, for the northwest corner of this tract;

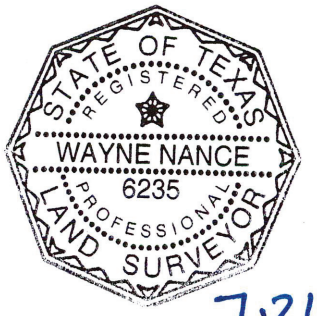
THENCE along said curve to the left in the southerly boundary line of said City of Laredo, Tract I, a total curvilinear distance of 532.72 Feet, with said curve having the following characteristics: Central Angle = 04°10'32", R = 7309.78 Feet, TAN = 266.48 Feet, CHD = 532.61 Feet, CHD Bearing = N 44°29'49" E, to a ½" iron rod set for the northeast corner of this tract;

THENCE along the easterly boundary line of the herein described tract as follows:

Along a curve to the right a total curvilinear distance of 625.08 Feet, with said curve having the following characteristics: Central Angle = 38°06'02", R = 940.00 Feet, TAN = 324.59 Feet, CHD = 613.63 Feet, CHD Bearing = S 28°46'59" E, to a ½" iron rod set for a point of tangency;
South 09°43'58" East, 744.75 Feet, to a ½" iron rod set for a point of curvature to the left;
Along said curve to the left a total curvilinear distance of 449.62 Feet, with said curve having the following characteristics: Central Angle = 12°30'19", R = 2060.00 Feet, TAN = 225.70 Feet, CHD = 448.72 Feet, CHD Bearing = S 15°59'07" E, to a ½" iron rod set for a point of tangency;
South 22°14'17" East, 550.56 Feet, to the southeast corner of the herein described tract and the **POINT OF BEGINNING**.

Basis of Bearings and Distances:
GPS NAD 83 (2011 Adj.), Texas State Plane, 4205 South Zone

I, Wayne Nance, the undersigned Registered Professional Land Surveyor, Number 6235, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available, without the benefit of a complete title examination report.



7.21.25

Witness my Hand and Seal

Wayne Nance, R.P.L.S.


ZC-066-2025
ATTENTION
PROPOSED
ZONE CHANGE
FROM AG TO M1
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 34.821 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS ON ATTACHED EXHIBIT A, LOCATED WEST OF BELTWAY PARKWAY AND WEST OF EXPANSION DRIVE, FROM AG (AGRICULTURAL DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 34.821 acres, as further described by metes and bounds on attached Exhibit A, located west of Beltway Parkway and west of Expansion Drive, from AG (Agricultural District) to M-1 (Light Manufacturing District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on August 21, 2025; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on September 15, 2025 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo is hereby amended by approximately 34.821 acres, as further described by metes and bounds on attached Exhibit A, located west of Beltway Parkway and west of Expansion Drive, from AG (Agricultural District) to M-1 (Light Manufacturing District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council Agenda Item ZC-066-2025

(Rezoning from AG to M-1 at Beltway Parkway/Expansion Drive).

---

1. Level of Alignment

☑ **Weak/None** – The proposed rezoning from AG (Agricultural District) to M-1 (Light Manufacturing District) conflicts with the *Viva Laredo Comprehensive Plan*. The **Future Land Use Map** designates the property as **Neighborhood Mixed Use**, which emphasizes compact, mixed-use, and neighborhood-serving development, not industrial use.

---

2. Supporting Goal(s)/Policy(ies)

Policy 3.1.1 – Promote Mixed Use Development

"Encourage mixed use development patterns that combine residential, retail, office, civic, and recreational uses within walkable neighborhoods."
(*Viva Laredo City of Laredo Comprehensive Plan*, Ch. 3 Urban Design, p. 3-41)
Relevance: The designation of the area as Neighborhood Mixed Use calls for a mix of community-serving uses. Rezoning to M-1 (Light Manufacturing) is inconsistent because it replaces the intended mixed-use neighborhood environment with single-use industrial zoning.

Policy 7.2.1 – Ensure Compatibility Between Adjacent Land Uses

"Adopt land use regulations and development standards that mitigate adverse impacts where different uses abut, especially between commercial/industrial and residential."
(*Viva Laredo City of Laredo Comprehensive Plan*, Ch. 7 Land Use, p. 7-14)
Relevance: Although industrial zoning can be compatible when buffered, the area's designation for Neighborhood Mixed Use indicates a focus on residential and commercial balance. Rezoning to M-1 introduces heavier land use intensity than what is envisioned for this district.

Policy 9.2.1 – Support Land Use Decisions that Advance Economic Growth in Designated Industrial Areas

"Encourage industrial development in areas designated for industrial growth to maximize compatibility and efficiency of infrastructure investment."
(*Viva Laredo City of Laredo Comprehensive Plan*, Ch. 9 Economic Development, p. 9-34)

Relevance: While the request may support economic growth, the property is **not** designated for industrial development in the Future Land Use Map. As such, it does not fulfill this policy.

---

3. Summary of Alignment

The rezoning of approximately 34.8 acres to M-1 (Light Manufacturing District) does **not align** with the *Viva Laredo Comprehensive Plan*. The Future Land Use Map clearly designates the site as **Neighborhood Mixed Use**, supporting a blend of housing, retail, and civic functions in a walkable, compact form. Introducing industrial zoning into this area undermines that vision and shifts development away from intended neighborhood-serving uses.

Although the staff report notes compatibility with nearby industrial zoning to the east, this rationale reflects surrounding zoning patterns rather than the adopted long-term vision of the Comprehensive Plan. The proposal demonstrates **Weak/None alignment** because no verbatim goals or policies in *Viva Laredo* explicitly support converting Neighborhood Mixed Use into industrial use.

City of Laredo

City Council

Meeting Date: 9/15/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 4.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 2.044 Acre Tract, as further described by metes and bounds on attached Exhibit A, located south of Shiloh Drive and east of Snow Falls Drive, from R-1 (Single Family Residential District) to B-1 (Limited Business District).

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-067-2025
District VI

Council District: District 6 **Zone Case:** ZC-067-2025

Letters sent to property owners: 55

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 7 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

City Council-Regular Meeting

Date: 9/15/2025

Initiated By: Ramon Chavez, Assistant City Manager

Initiated By: Alejandro J. Villarreal, Owner; Ricardo Ramos, Representative

Staff Source: Vanessa Guerra, MPA, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 2.044 Acre Tract, as further described by metes and bounds on attached Exhibit A, located south of Shiloh Drive and east of Snow Falls Drive, from R-1 (Single Family Residential District) to B-1 (Limited Business District).

The Planning and Zoning Commission recommended **approval** of the proposed zone change and staff **supports** the application.

ZC-067-2025
District VI

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VI - Cm. Dr. Tyler King

Proposed use: The proposed use is commercial.

Site: The site is currently vacant land.

Surrounding land uses: To the north of the site is Shiloh Drive and single family residential uses. To the east of the site is vacant land, Aquademy Swim School and Fitness, and Plantation Drive. To the south of the site is single family residential uses. To the west of the site is Snow Falls Drive, a proposed commercial structure, and the North Laredo Wastewater Plant.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.

https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Shiloh Drive as a Principal Arterial.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 55
Inside 200' Radius: **In Favor:** 0 **Opposed:** 0
Outside 200' Radius: **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **7** to **0** vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change for the following reasons:

1. The proposed zone change does not create an isolated zoning district. There is B-1 zoning districts to the east and west of the proposed site.
2. The proposed site meets the minimum lot width requirement of 46 feet for B-1 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property lot width is approximately 154 feet.
3. There are similar uses within the vicinity of the proposed site.

General Comments:

1. The approval of the zone change does not guarantee the issuance of the building permit.
2. The use authorized by the zone change is required to abide by all relevant municipal codes.

Staff **supports** the application.

B-1. The purpose of the B-1 Limited Business District is to provide for business and commercial development serving a limited geographic area or neighborhood.

Is this change contrary to the established land use pattern?
No. There are similar uses within the vicinity of the proposed site.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. There is B-1 zoning districts to the east and west of the proposed site.

Will change adversely influence living conditions in the neighborhood?
No. It is not anticipated to have a negative impact in the surrounding area or neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing R-1 does not allow for proposed commercial uses intended by the applicant.

Attachments

Maps
Survey
Zone Change Signage
Draft Ordinance

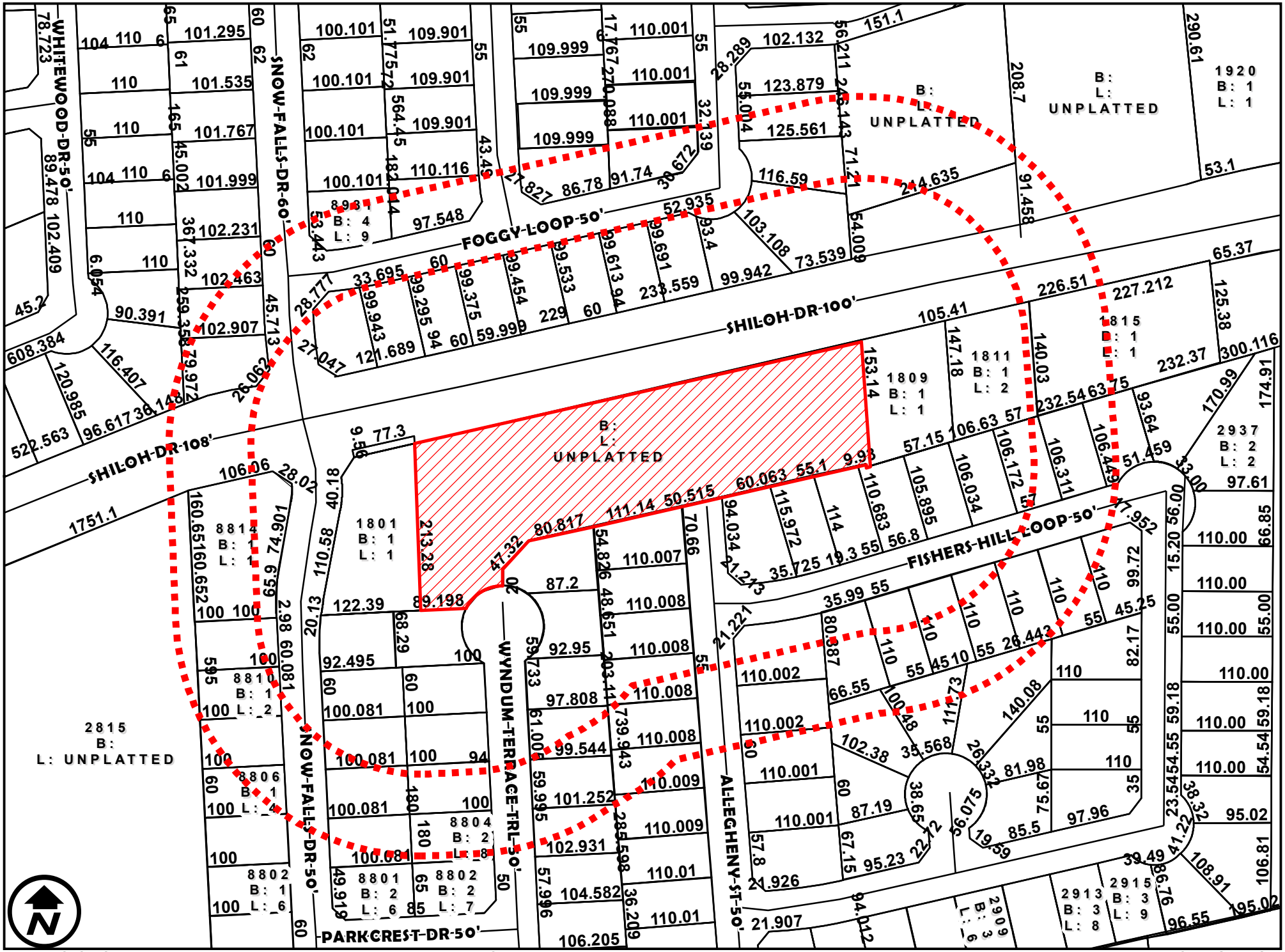


AERIAL MAP

1 inch = 150 feet

ZC-067-2025
COUNCIL DISTRICT 6
SOUTH OF SHILOH DRIVE AND EAST OF SNOW FALLS DRIVE

APPLICATION FC
R-1 (SINGLE FAMILY RESIDENTIAL DISTRCT) T
B-1 (LIMITED BUSINESS DISTRICT)



DIMENSIONS MAP

1 inch = 150 feet

ZC-067-2025

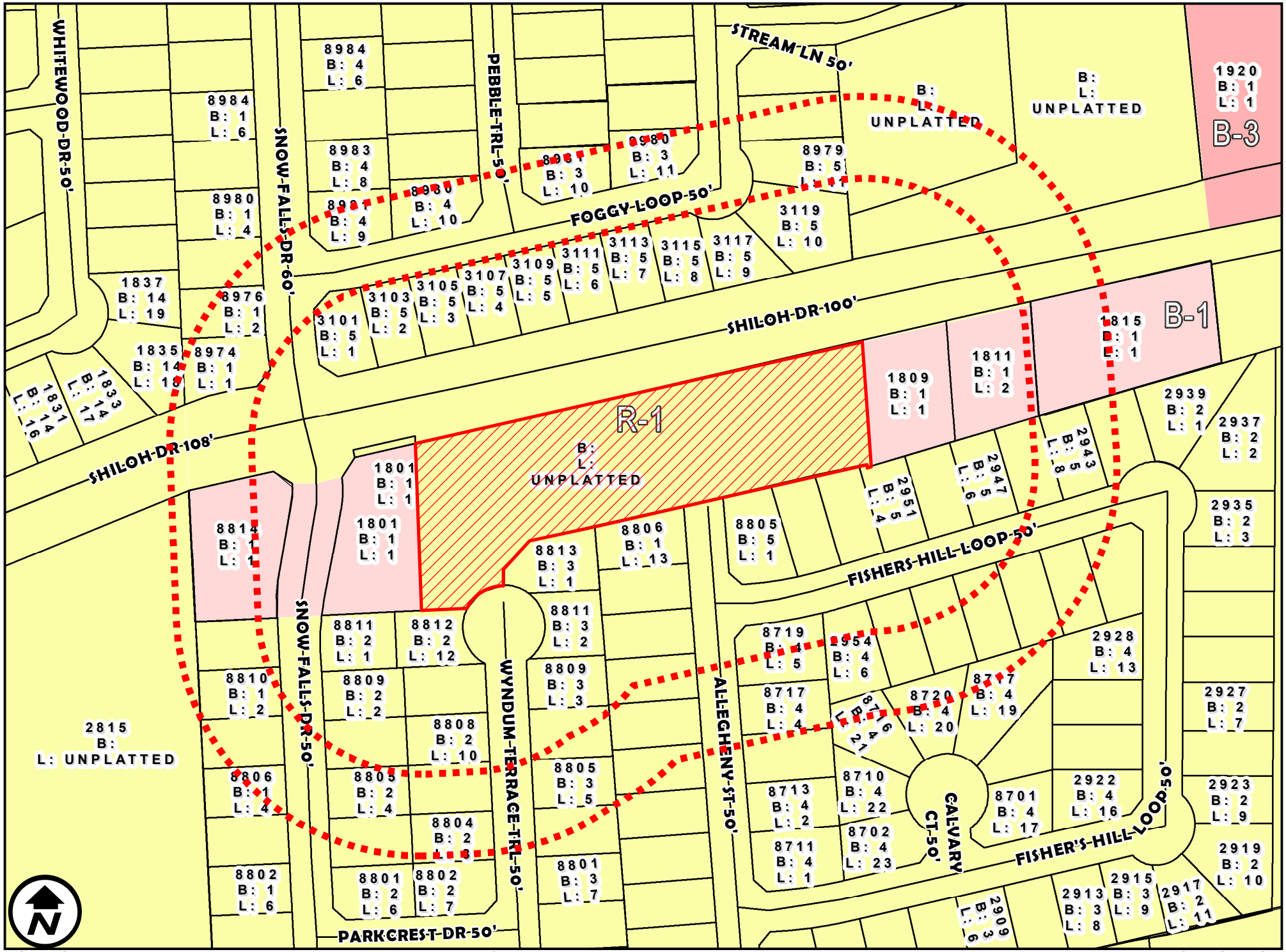
COUNCIL DISTRICT 6

SOUTH OF SHILOH DRIVE AND EAST OF SNOW FALLS DRIVE

APPLICATION FC

R-1 (SINGLE FAMILY RESIDENTIAL DISTRCT) T

B-1 (LIMITED BUSINESS DISTRICT)

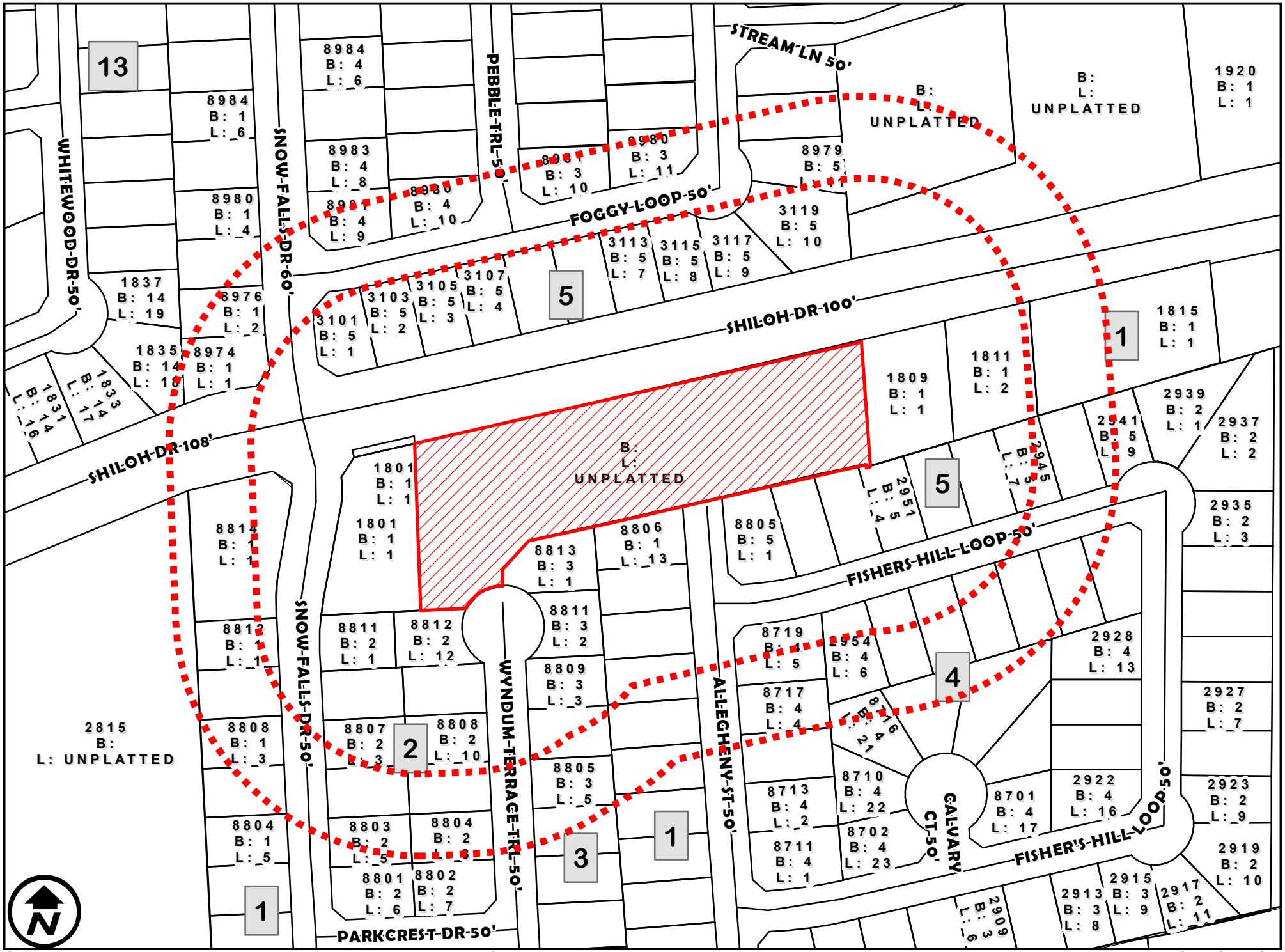


ZONING MAP

1 inch = 150 feet

ZC-067-2025
COUNCIL DISTRICT 6
SOUTH OF SHILOH DRIVE AND EAST OF SNOW FALLS DRIVE

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRCT) TO
B-1 (LIMITED BUSINESS DISTRICT)

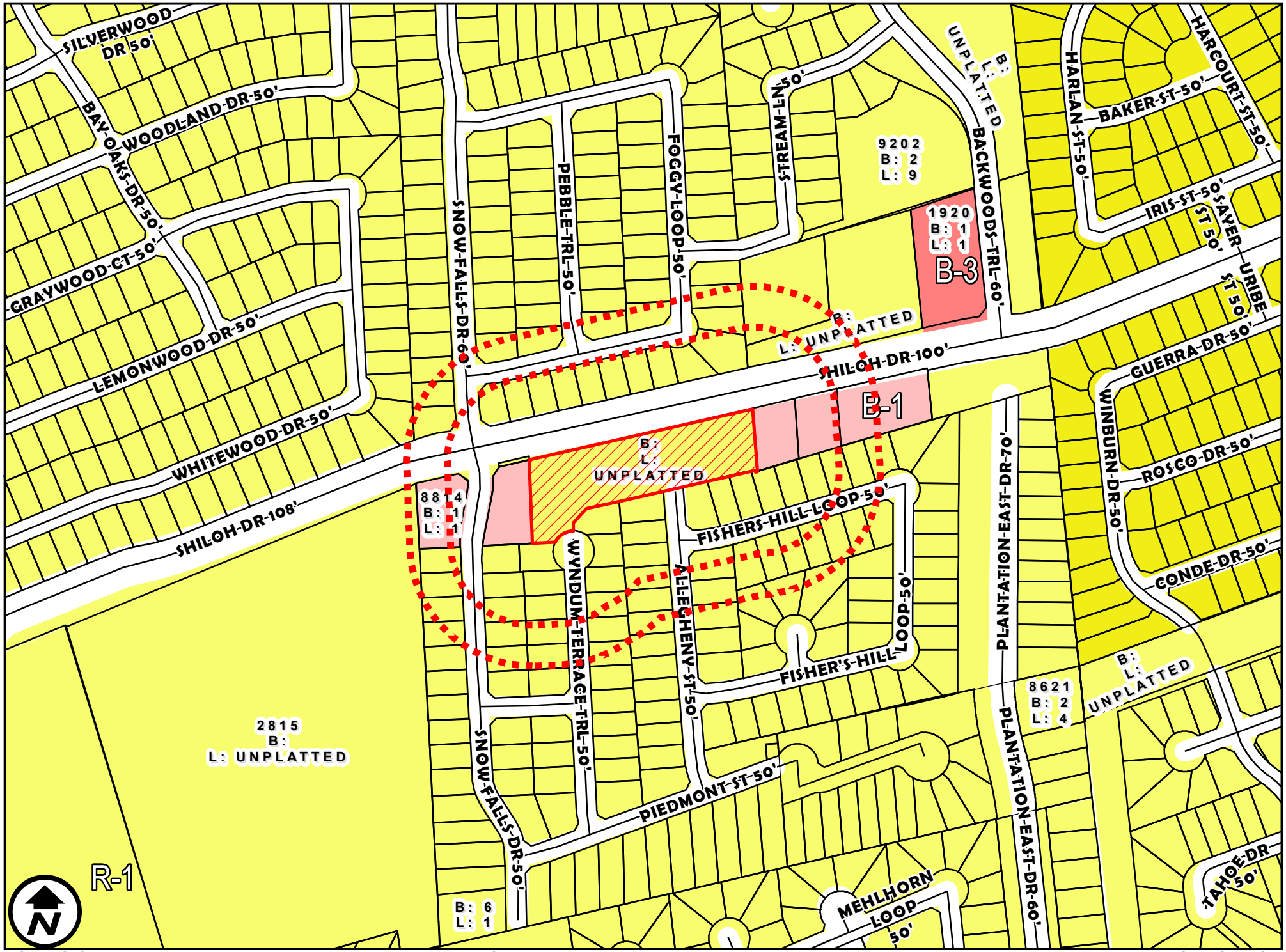


SURVEY MAP

1 inch = 150 feet

ZC-067-2025
COUNCIL DISTRICT 6
SOUTH OF SHILOH DRIVE AND EAST OF SNOW FALLS DRIVE

APPLICATION FC
R-1 (SINGLE FAMILY RESIDENTIAL DISTRCT) TO
B-1 (LIMITED BUSINESS DISTRICT)

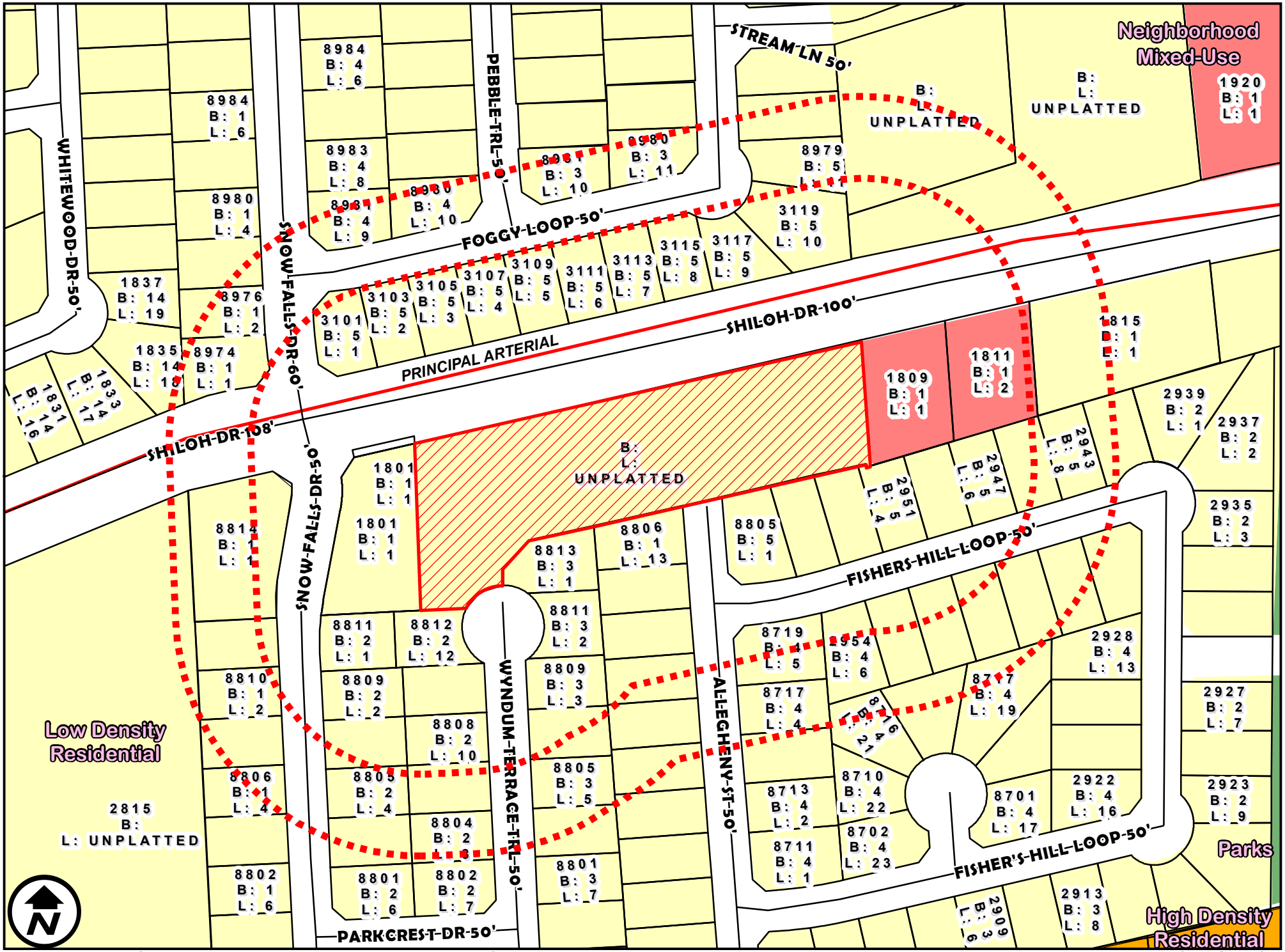


ZONING OVERVIEW

1 inch = 300 feet

ZC-067-2025
COUNCIL DISTRICT 6
SOUTH OF SHILOH DRIVE AND EAST OF SNOW FALLS DRIVE

APPLICATION FC
R-1 (SINGLE FAMILY RESIDENTIAL DISTRCT) T
B-1 (LIMITED BUSINESS DISTRICT)

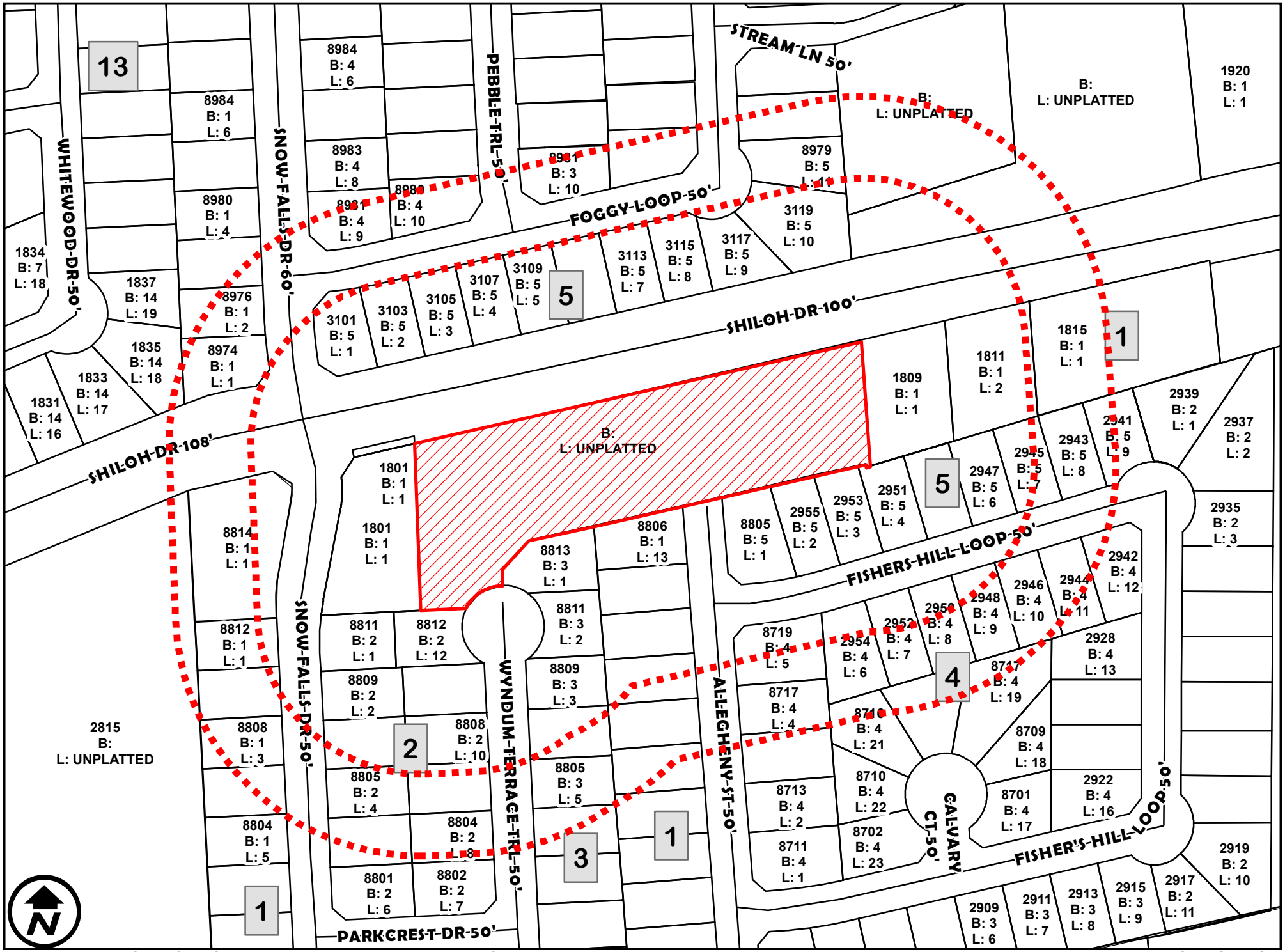


FUTURE LANDUSE

1 inch = 150 feet

ZC-067-2025
COUNCIL DISTRICT 6
SOUTH OF SHILOH DRIVE AND EAST OF SNOW FALLS DRIVE

APPLICATION FC
R-1 (SINGLE FAMILY RESIDENTIAL DISTRCT) TO
B-1 (LIMITED BUSINESS DISTRICT)



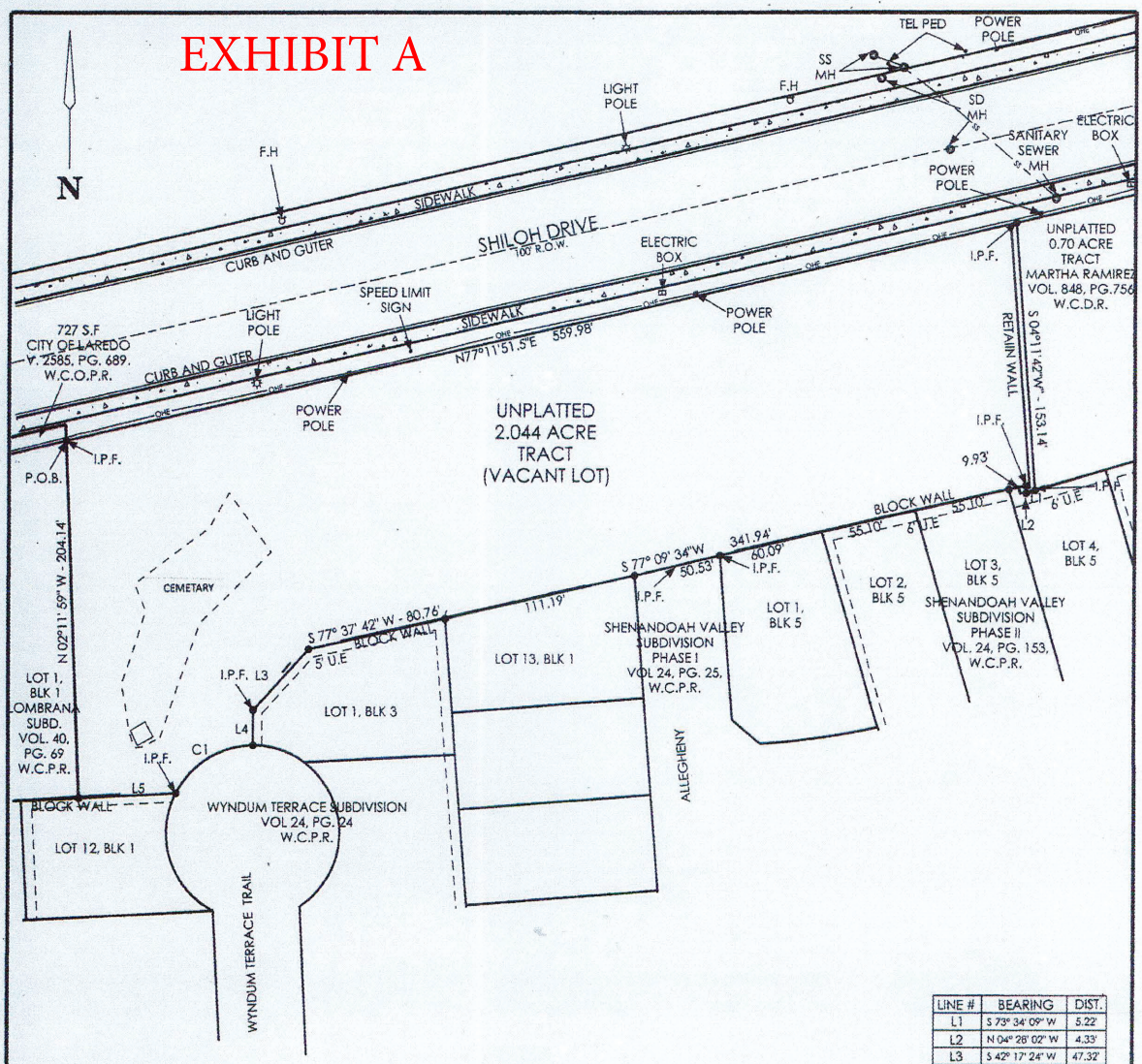
200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-067-2025
COUNCIL DISTRICT 6
SOUTH OF SHILOH DRIVE AND EAST OF SNOW FALLS DRIVE

APPLICATION FC
R-1 (SINGLE FAMILY RESIDENTIAL DISTRCT) TO
B-1 (LIMITED BUSINESS DISTRICT)

EXHIBIT A



LINE #	BEARING	DIST.
L1	S 73° 34' 09" W	5.22'
L2	N 04° 26' 02" W	4.33'
L3	S 42° 17' 24" W	47.32'
L4	SOUTH	20.00'
L5	S 87°10'55"W	55.55'

CURVE #	RADIUS	CURVE LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD DIST.
C1	50'	54.81'	30.53'	62° 48' 44"	S 58° 35' 57" W	52.11'

LEGEND

I.P.F. - Iron Pin Found	F.H. - Fire Hydrant
P.L. - Property Line	TEL PED .- Telephone Pedestal
U.E. - Utility Easement	SD MH .- Storm Drainage Man Hole
O.H.E.- Over Head Electric	SS MH .- Sanitary Sewer Man Hole

NOTES:

1) Utilities in easements are not shown. 2) This survey has been prepared with the reasonable expectation that it will be paid within 30 days of the date below. 3) This survey is copyrighted material and may not be reproduced without the written permission of the undersigned surveyor; except as necessary for the transaction for which it is intended. 4) This survey shall consist entirely of this document with the original "wet" seal and blue ink signature. 5) Properties not described as complete lots or described by Metes & Bounds may need to be platted or replatted in order to obtain utility & building permits.

This tract is situated within the City of Laredo, Webb County, Texas

Bearing basis: Texas South Zone-4205 - NAD 83

Subject to recorded restrictive covenants and/or easements per Title Commitment dated September 25, 2020, GF No. 953438-20.
This survey was prepared exclusively for the following borrowers: Z. Alejandro Perez

SURVEY OF

A 2.044 ACRE TRACT OF LAND, MORE OR LESS, OUT OF A 4.92 ACRE TRACT CONVEYED TO BEKALAR, INC. IN DEED RECORDED IN VOLUME 1063, PAGES 327-333, WEBB COUNTY REAL PROPERTY RECORDS, SITUATED IN PORCION 23, ABSTRACT 283, LEONARDO SANCHEZ, ORIGINAL GRANTEE, WEBB COUNTY, TEXAS. (METES AND BOUNDS ATTACHED)

SURVEY NO. 21506

Scale: 1"=80'

This property ☐ is ☑ is not located within a flood hazard area and is within Zone X according to Flood Insurance Rate Map No. 48479C1205C, F.I.R.M. Date: APRIL 2, 2008

STATE OF TEXAS REGISTERED J. RICARDO SANCHEZ 4232 PROFESSIONAL LAND SURVEYOR

I hereby certify that this survey is true and correct and was prepared from an actual survey of the property made on the ground under my supervision, this 28th day of August, 2023.

Signed: _____
J. Ricardo Sanchez
R.P.L.S. #4232

DO-RITE ENGINEERING, LLC
311 ITURBIDE
LAREDO, TX 78040
TEL (956)286-2496
TEXAS FIRM REGISTRATION NO. 20695

SANCHEZ ENGINEERING, INC.
P.O. BOX 2654
LAREDO, TEXAS 78044
(956)723-5578
Texas Land Surveyor Firm No. 10111000

SANCHEZ ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
P. O. BOX 2654, LAREDO, TEXAS 78044
TELEPHONE: (956) 723-5578
E-mail: sanchezengineering@att.net

TEXAS LAND SURVEYING FIRM NO. 10111000 TEXAS ENGINEERING FIRM REGISTRATION NO. F-005681

FIELD NOTES
FOR A 2.044 ACRE TRACT OUT OF A 4.92 ACRE SITUATED IN
PORCION 23, ABST. 283, CITY OF LAREDO, WEBB COUNTY, TEXAS

Being a 2.044-acre tract of land out of a 4.92-acre tract, conveyed to BEKALAR, INC., described in deed recorded in Volume 1063, Pages 327-333, Real Property Records, Webb County Texas, situated in Porcion 23, Abstract 283, Leonardo Sanchez, Original Grantee, Webb County, Texas and more particularly described by metes and bounds as follows, to wit:

Beginning at a ***½" iron rod*** found at the northeast corner of Lot 1, Block 1 platted as Lot 1, Block 1, Lombrana Subdivision recorded in Volume 40, page 69, Webb County Plat Records and a point along the southerly Shiloh Drive Right-of-Way line, for the northwest corner hereof;

Thence, with the southerly Right-of-Way of Shiloh Drive, ***North 77° 11' 51.5" East, 559.98 feet*** to a ***½" iron rod*** found and being a appoint along the southerly Right-of-Way of Shiloh Drive and the northwest corner of a 0.70 acre tract of land conveyed to Martha Ramirez, described in deed recorded in Volume 848, page 756, Public Records, Webb County, Texas, for the northeast corner hereof;

Thence, with the west line of said 0.70 Acre Tract, ***South 04° 11' 42" East, 153.14 feet*** to a ***½" iron rod*** found and being the southwest corner of said 0.70 Acre Tract and a point along the north line and CMU fence of Lot 4, Block 5, platted as Lot 4, Block 5, Shenandoah Valley Subdivision, Phase II in Volume 24, page 153, Webb County Plat Records, for the southeast corner hereof;

Thence, with the north line and CMU fence of said Lot 4, Block 5, ***South 73° 34' 09" East, 5.22 feet*** to a fence corner, for an exterior corner hereof;

Thence, with the north line and CMU fence of said Lot 4, Block 5, ***North 04° 28' 02" West, 4.33 feet*** to a ***½" iron rod*** found along a CMU fence corner, for an exterior corner hereof;

Thence, with the north line and CMU fence of said Lot 4, Block 5, and north lines and CMU fences of Lot 3, Block 5, Lot 2, Block 5 and Lot 1 Block 5, platted as Lots 3, 2, & 1, Block 5, Shenandoah Valley Subdivision, Phase II in Volume 24, page 153, Webb County Plat Records, ***South 77° 09' 34" West, 180.22 feet*** to a ***½" iron rod*** found, being the northwest corner of said Lot 1, Block 5 and northeast corner of Allegheny Street Right-of-Way, for an exterior corner hereof;

Thence, with the north right-of-way of Allegheny Street, ***South 77° 09' 34" West, 50.54 feet*** to the northeast corner and CMU fence corner of Lot 13, Block 1, platted as Lot 13, Block 1, Shenandoah Valley Subdivision, Phase I in Volume 24, page 25, Webb County Plat Records, for an exterior corner hereof;

Thence, with the north line and CMU fence of said Lot 13, Block 1, ***South 77° 09' 34" West, 111.19 feet*** to a fence corner found and being the northeast corner of Lot 1, Block 3 platted as Lot 1, Block 3, Wyndum Terrace Subdivision in Volume 24, page 24, Webb County Plat Records, for an exterior corner hereof;

Thence, with the north line and CMU fence of said Lot 1, Block 3, ***South 77° 37' 42" West, 80.76 feet*** to a point along the fence, for an exterior corner hereof;

Thence, with the north line and CMU fence of said Lot 1, Block 3, ***South 42° 17' 24" West, 47.32 feet*** to a ***½" iron rod*** found and fence corner, for an exterior corner hereof;

Thence, with the west line of said Lot 1, Block 3, ***South 00° 00' 00", 20.00 feet*** to the southwest corner of said Lot 1, Block 3 and point along north Right-of-Way line of Wyndum Terrace Trail, for an exterior corner hereof;

Thence, along the north Right-of-Way line of Wyndum Terrace Trail, in the **southerly direction** ***54.81 feet*** along a curve (Radius 50'; Tangent 30.53'; Delta 62° 48' 44"; Chord Bearing S 58° 35' 27" W; Chord Distance 52.11') to a point of curve on the easterly Right-of-Way line of Wyndum Terrace Trail and the northwest corner of Lot 12, Block 1 platted as Lot 12, Block 1, Wyndum Terrace Subdivision in Volume 24, page 24, Webb County Plat Records, for an exterior corner hereof;

Thence, with the north line and CMU fence of said Lot 12, Block 1, ***South 87° 10' 55" W, 55.56 feet*** to the southeast corner of said Lot 1, Block 1, for the southwest corner hereof;

Thence, with the east line of Lot 1, Block 1, ***North 02° 11' 59" West, 204.14 feet*** to the Point of Beginning and containing 2.044-acre of land, more or less.

I hereby certify that these field notes are true and correct and were prepared from an actual survey of the property, made on the ground under my supervision, this 28 th day of August, 2023.

Signed: _____
J. Ricardo Sanchez, R.P.L.S. No. 4232 (Texas)

Survey plat attached:




ZC-067-2025
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-1 TO B-1
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 2.044 ACRE TRACT, AS FURTHER DESCRIBED BY METES AND BOUNDS ON ATTACHED EXHIBIT A, LOCATED SOUTH OF SHILOH DRIVE AND EAST OF SNOW FALLS DRIVE, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-1 (LIMITED BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 2.044 Acre Tract, as further described by metes and bounds on attached Exhibit A, located south of Shiloh Drive and east of Snow Falls Drive, from R-1 (Single Family Residential District) to B-1 (Limited Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on August 21, 2025; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on September 15, 2025 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo is hereby amended by approximately 2.044 Acre Tract, as further described by metes and bounds on attached Exhibit A, located south of Shiloh Drive and east of Snow Falls Drive, from R-1 (Single Family Residential District) to B-1 (Limited Business District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council Agenda Item ZC-067-2025

(Rezoning from R-1 to B-1 at Shiloh Drive/Snow Falls Drive).

---

1. Level of Alignment

☑ **Weak/None** – The rezoning request does not align with the *Viva Laredo Comprehensive Plan*. The **Future Land Use Map** designates the subject property as **Low Density Residential**, which emphasizes preservation of single-family housing and neighborhood integrity. Rezoning to B-1 (Limited Business District) introduces commercial activity that conflicts with the adopted residential designation.

---

2. Supporting Goal(s)/Policy(ies)

Policy 3.2.1 – Protect Established Residential Neighborhoods

"Preserve and protect the character of established residential neighborhoods by limiting incompatible land uses and encouraging reinvestment that strengthens neighborhood identity."
(*Viva Laredo City of Laredo Comprehensive Plan*, Ch. 3 Urban Design, p. 3-45)
Relevance: The rezoning request from R-1 to B-1 introduces commercial activity into a Low Density Residential area, conflicting with this policy's directive to limit incompatible land uses.

Policy 7.2.1 – Ensure Compatibility Between Adjacent Land Uses

"Adopt land use regulations and development standards that mitigate adverse impacts where different uses abut, especially between commercial/industrial and residential."
(*Viva Laredo City of Laredo Comprehensive Plan*, Ch. 7 Land Use, p. 7-14)
Relevance: While B-1 zoning is intended to serve neighborhood areas, its placement within an area designated as Low Density Residential raises compatibility concerns with adjacent single-family homes.

Policy 4.1.2 – Support Small-Scale Neighborhood Businesses in Designated Areas

"Encourage the location of small-scale, neighborhood-serving businesses in areas designated for mixed use or commercial development, rather than within stable residential districts."
(*Viva Laredo City of Laredo Comprehensive Plan*, Ch. 4 Economic Development, p. 4-22)
Relevance: This policy highlights that while neighborhood-serving businesses are desirable,

they should be located in designated mixed-use or commercial areas, not within residential districts such as the subject site.

---

3. Summary of Alignment

The rezoning request to B-1 conflicts with the *Viva Laredo Comprehensive Plan*. The **Future Land Use Map** designates the property as **Low Density Residential**, with policies aimed at preserving neighborhood character and limiting commercial encroachment. While the staff report notes existing B-1 zoning nearby and compatibility with surrounding land uses, these factors reflect zoning conditions rather than the Comprehensive Plan's long-term vision.

The proposal demonstrates **Weak/None alignment**, as no verbatim goals or policies in the plan support introducing commercial zoning into areas specifically designated for low-density residential use.

City of Laredo

City Council

Meeting Date: 9/15/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 5.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for oil and/or gas extractions (well site A) on approximately 4.39 acres, as further described by metes and bounds in “Exhibit 1”, located north of State Highway 255 and east of FM 1472.

The Planning and Zoning Commission recommended approval of the proposed special use permit and staff supports the application.

ZC-059-2025
District VII

Council District: District 7 **Zone Case:** ZC-059-2025

Letters sent to property owners: 5

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the special use permit.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-059-2025 – Comprehensive Plan Alignment

Location: Approximately 4.39 acres north of SH 255 and east of FM 1472

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1. Level of Alignment

☐ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies.
☑ **Moderate** – Indirectly supports or contributes to the intent of a verbatim goal or policy.
☐ Strong – Directly supports or fulfills a clearly stated and verbatim goal or policy.

---

2. Supporting Goal(s)/Policy(ies)

Policy 3.1.2

"Protect natural and man-made infrastructure by planning development away from hazard-prone areas and ensuring compatibility of uses."
— Page 3.14, *Viva Laredo City of Laredo Comprehensive Plan*.

Relevance:
This policy emphasizes the importance of planning compatible land uses to avoid conflict with natural or infrastructural vulnerabilities. While oil and gas extraction can introduce risks, the project avoids immediate proximity to residential neighborhoods, public institutions, or environmentally sensitive areas. Its location within a lightly developed area provides partial compatibility.

Policy 6.1.5

"Encourage economic growth through strategic infrastructure investments and land use planning that supports industrial development."
— Page 6.20, *Viva Laredo City of Laredo Comprehensive Plan*.

Relevance:
The site lies within an area identified on the Future Land Use Map as primarily **Light Industrial**, with some areas marked **Heavy Industrial**. Supporting extractive industrial activities in such designated zones aligns with the Plan's intent to promote economic activity in appropriate sectors and areas.

Goal 9.1

"Promote a well-balanced land use pattern that supports a sustainable mix of uses."
— Page 9.33, *Viva Laredo City of Laredo Comprehensive Plan*.

Relevance:
The approval of a Special Use Permit (SUP) in lieu of a blanket zoning change helps maintain land use balance. It allows industrial activity while ensuring individual case review to mitigate adverse effects—an approach consistent with this goal's emphasis on sustainability and use compatibility.

---

3. Summary of Alignment

The proposed Special Use Permit for oil and/or gas extraction at Well Site A shows **Moderate alignment** with the Viva Laredo Comprehensive Plan. The project is located in an area designated for industrial use and is surrounded by undeveloped land, minimizing potential adverse impacts to adjacent land uses. The proposed activity supports **industrial economic development**, is spatially removed from residential areas, and will be regulated through performance-based standards in the City's Land Development Code.

However, the alignment is not considered **Strong** because:

- The Plan contains limited direct references to oil and gas extraction as a land use.
- Environmental and public health risks, although partially mitigated by location and permitting conditions, remain concerns not directly addressed by cited policies.
- The SUP approach (rather than a zoning change) is appropriate for this use but underscores the need for case-by-case scrutiny.

Broader planning themes intersected include **economic development**, **land use compatibility**, **environmental risk management**, and **sustainable growth**.

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4. Additional Requirements

All cited goals and policies are quoted verbatim from the *Viva Laredo City of Laredo Comprehensive Plan*. Based on the available documentation and relevant policy review, the request supports the **intent** of the Comprehensive Plan but does not directly fulfill any single policy with specificity, thus warranting a **Moderate** level of alignment.

City Council-Regular Meeting

Date: 9/15/2025
Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Needmore Dolores, LLC, Owner; Kimmeridge Texas Gas, LLC, Applicant; Rafael Reniu, Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for oil and/or gas extractions (well site A) on approximately 4.39 acres, as further described by metes and bounds in "Exhibit 1", located north of State Highway 255 and east of FM 1472).

The Planning and Zoning Commission recommended **approval** of the proposed special use permit and staff **supports** the application.

ZC-059-2025
District VII

PREVIOUS COUNCIL ACTION
On April 2, 2024, the City Council approved Ordinance 2024-O-042, which annexed approximately 303.02 acres. This includes the area of the location of both wells.

BACKGROUND

Council District: VII – CM. Vanessa Perez

Proposed use: The proposed use is an oil and/or gas extractions (Well Site A – 140H).

Site: The site is currently vacant undeveloped land.

Minimum Zoning District Required for Proposed Use: AG (Agricultural District) with a special use permit.

Current Zoning District: M-1 (Light Manufacturing District)

Surrounding land uses: To the north, east, south, and west of the site is predominantly vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes a large portion of the area as Light Industrial and a smaller portion of the area as Heavy Industrial.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies State Highway 255 as an Expressway.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 5 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the special use permit.

STAFF RECOMMENDATION

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects, such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for Oil and Gas Extraction & Production as per Section 24-73. The property is in a M-1 (Light Manufacturing District) zoning district.

Staff **supports** the proposed special use permit for the following reasons:

1. The intent of the special use permit is to drill and extract oil and/or gas.

2. No school, hospital, church, nor public building is located within six hundred (600) feet of the proposed wellhead.

3. No residence is located within four hundred (400) feet of the site.

4. The proposed special use permit is not anticipated to have a negative impact in the surrounding area.

General Comments:
1. Any use allowed under the current zone or proposed special use permit is required to abide by all relevant municipal codes.

If approved, Staff suggest the following conditions:

1. The Special Use Permit is issued to Kimmeridge Texas Gas, LLC, and may only be transferred upon application to and with the express permission of the City Council.

2. The Special Use Permit is restricted to site plan, as per Exhibit “1”, which is made part hereof for all purposes.

3. The Special Use Permit is restricted to the drilling procedure description, Exhibit “10”, which is made part hereof for all purposes.

4. The Special Use Permit must abide by statements in letter, Exhibit “11”, which is made part of hereof for all purposes.

5.The Special Use Permit shall comply with all fire code requirements including the location and treatment of the premises.

6. The Special Use Permit shall comply with all rules and regulations of the Laredo Land Development Code, Section 24-73: Oil and Gas Extraction & Production Specific Use Zoning Overlay District and Permit Requirements.

7. The Special Use Permit shall be subject to an annual inspection.

8. The use authorized by the special use permit is required to abide by all relevant municipal codes.

IMPACT ANALYSIS

Is this change contrary to the established land use pattern?
Yes. The site is surrounded vacant undeveloped land.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The zoning will not change.

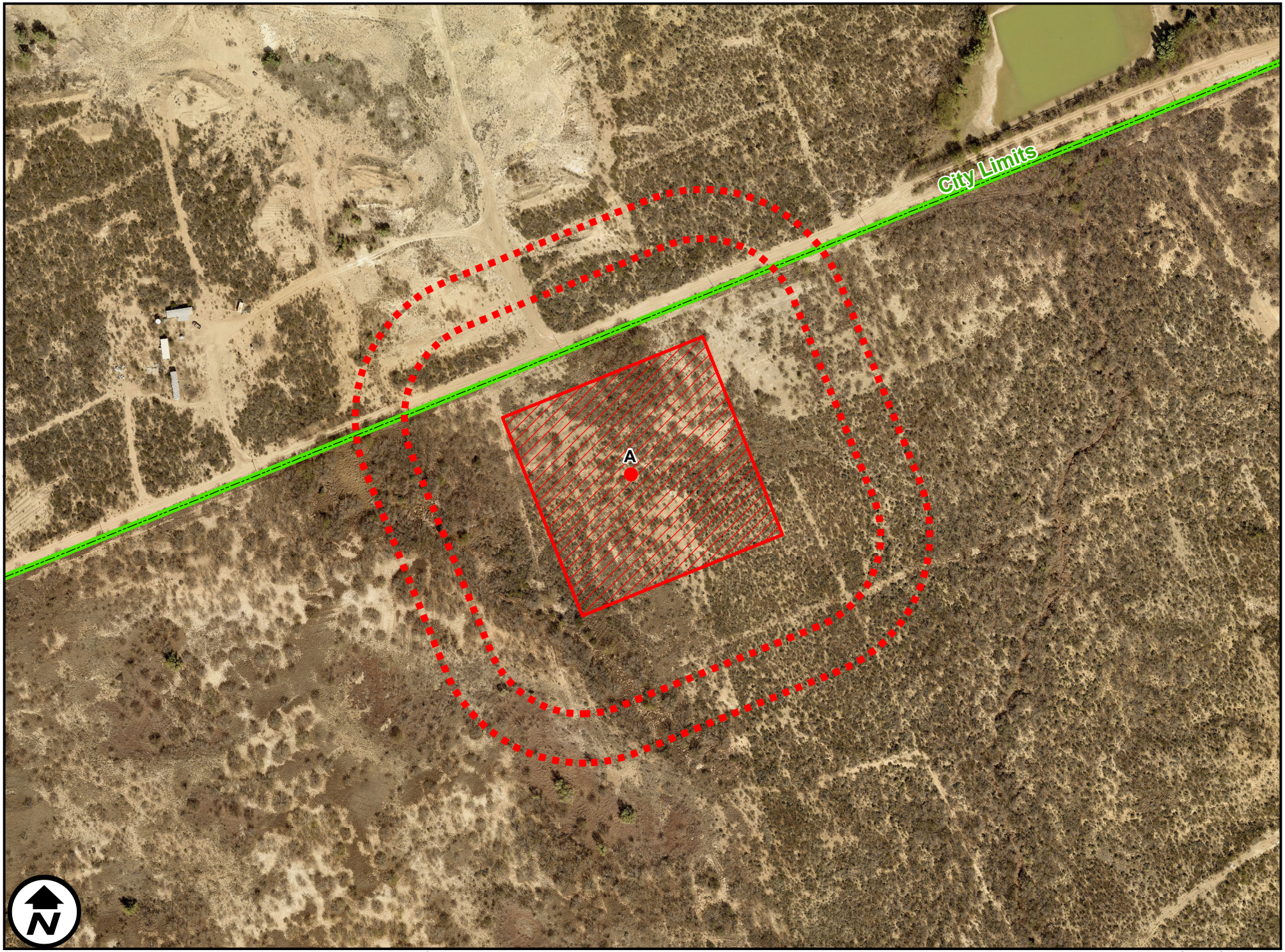
Will change adversely influence living conditions in the neighborhood?

No, the proposed use is not anticipated to have a negative impact in the surrounding neighborhood since the proposed site is surrounded by raw land.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The underlying zone requires the special use permit overlay to allow for an oil and/or gas extractions (well site A – 140H).

Attachments:

Comp Plan Alignment
Maps
Pad Site
R.R.C. W-1
R.R.C. Drilling Permit
FAA
Insurance Certificate
Bonds
IBWC
Proposed Surface Use Plat
Narrative – Drilling Depths
Drilling Inventory
Statements
Cementing & Mud Program
Zone Change Signage
Draft Ordinance

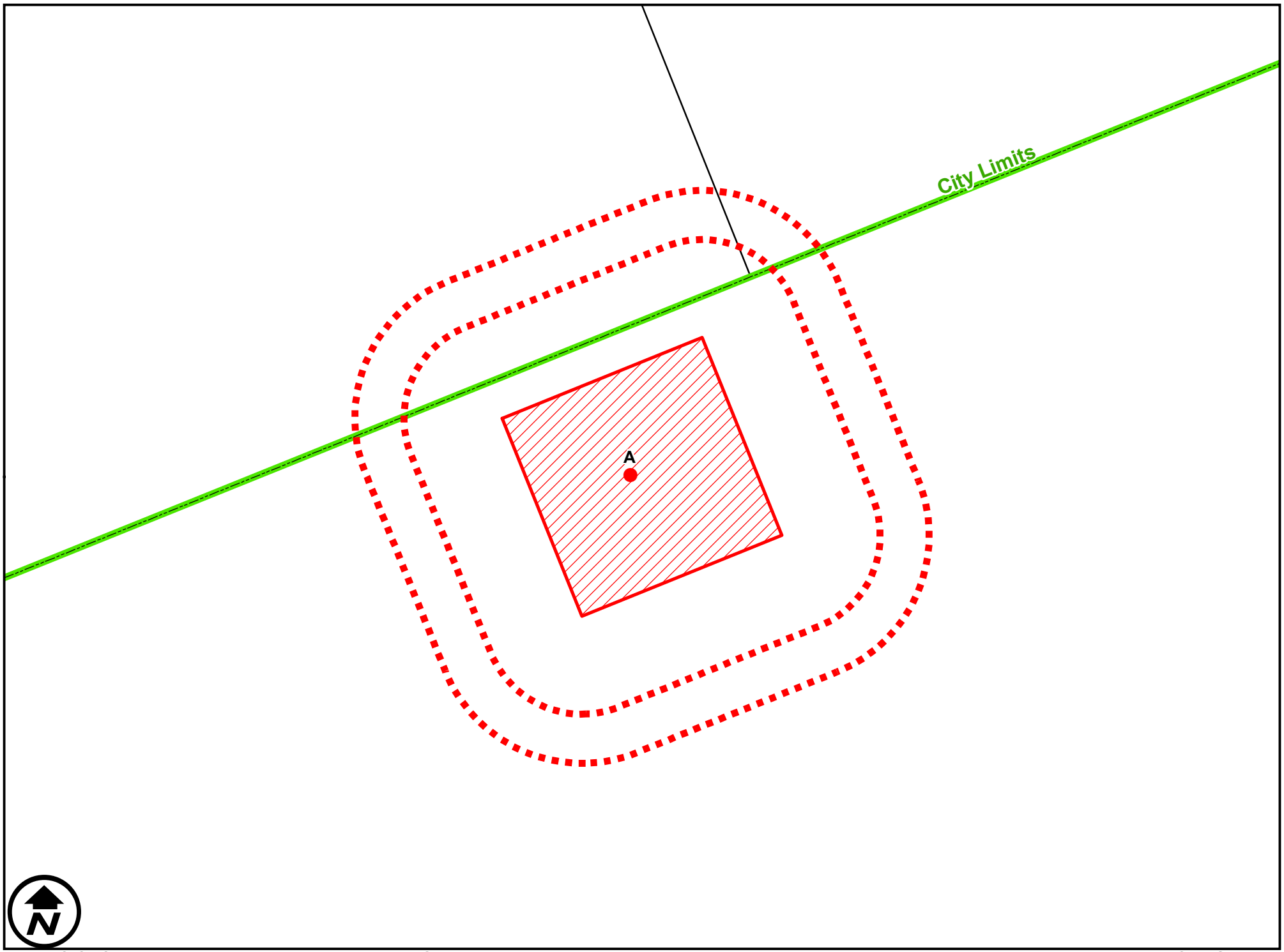


AERIAL MAP

1 inch = 250 feet

ZC-059-2025
COUNCIL DISTRICT 7
NORTH OF STATE HIGHWAY 255 AND EAST OF FM 1472

APPLICATION F
M-1 (LIGHT MANUFACTURING DISTRICT)
S.U.P FOR OIL AND/OR GAS EXTRACTIONS (WELL "A" SITE)

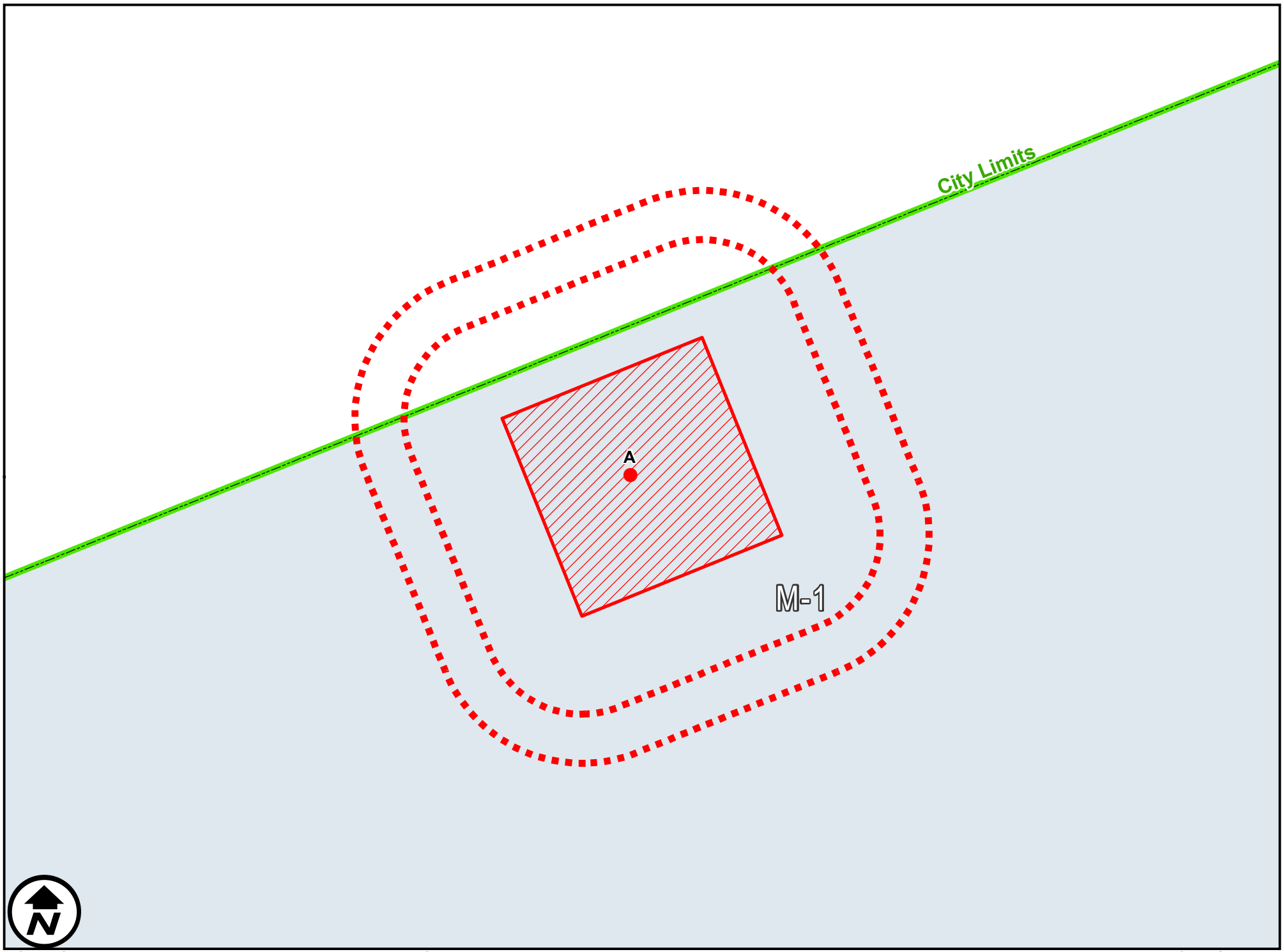


DIMENSIONS MAP

1 inch = 250 feet

ZC-059-2025
COUNCIL DISTRICT 7
NORTH OF STATE HIGHWAY 255 AND EAST OF FM 1472

APPLICATION F
M-1 (LIGHT MANUFACTURING DISTRICT)
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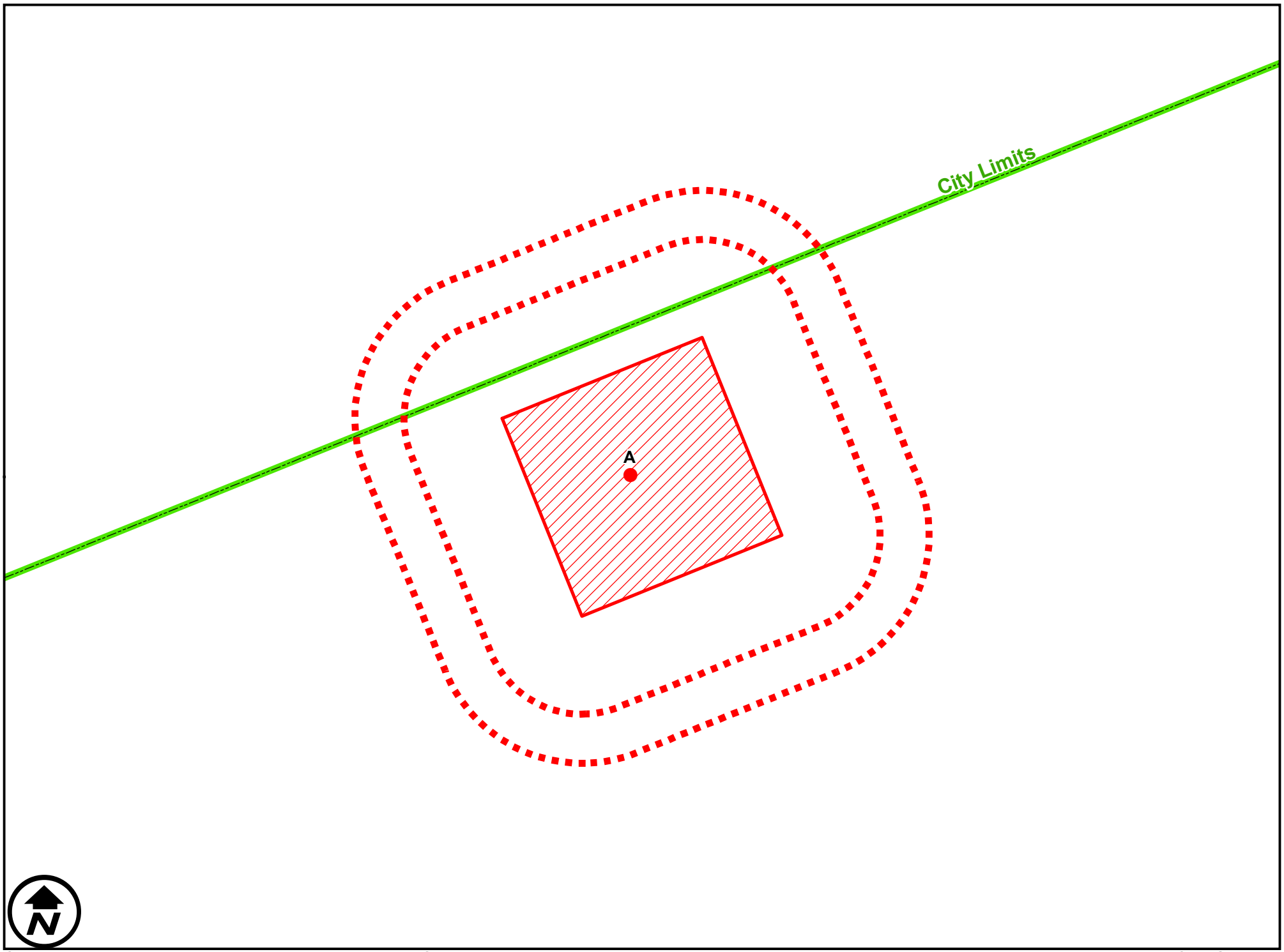


ZONING MAP

1 inch = 250 feet

ZC-059-2025
COUNCIL DISTRICT 7
NORTH OF STATE HIGHWAY 255 AND EAST OF FM 1472

APPLICATION F
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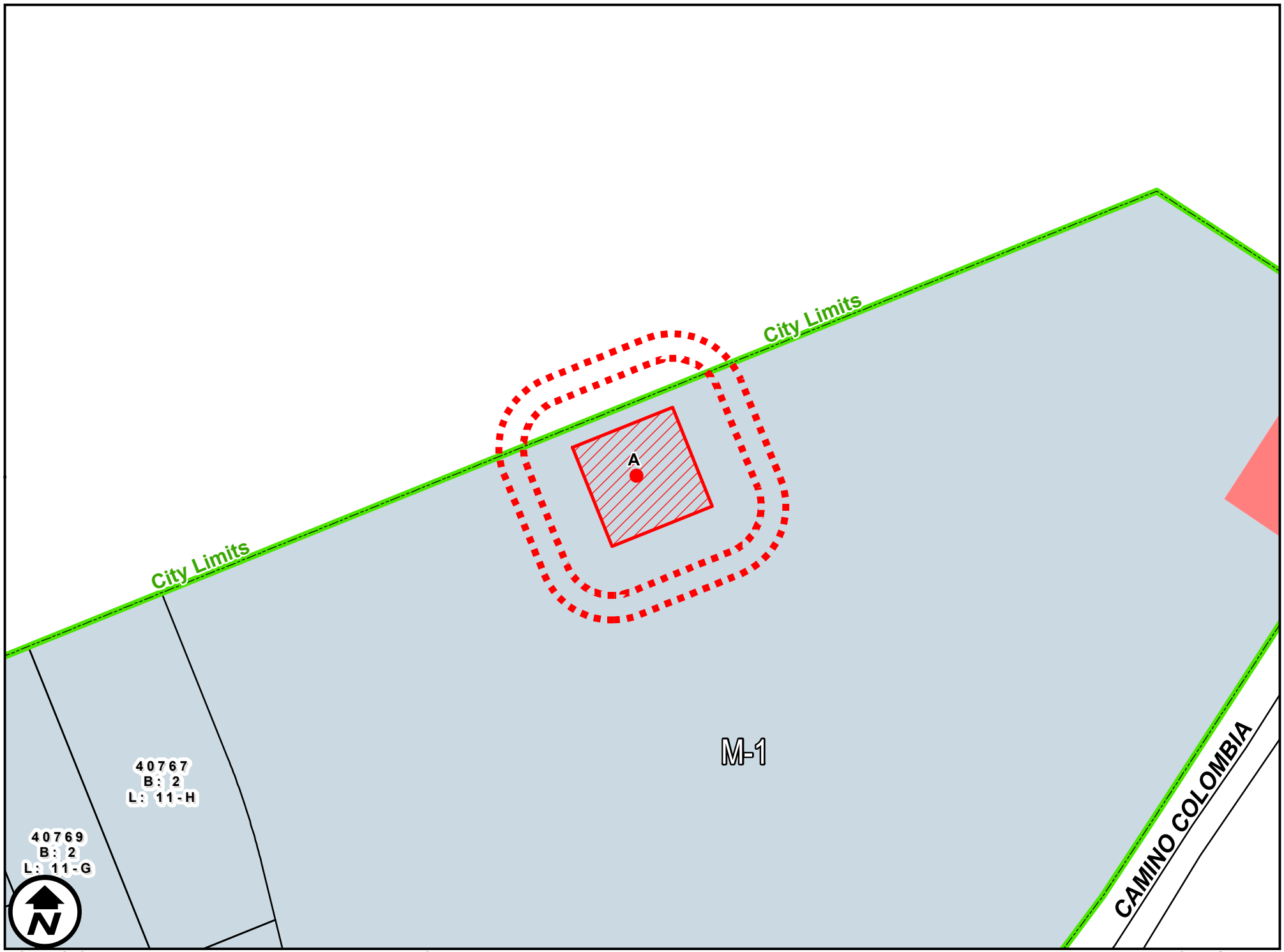


SURVEY MAP

1 inch = 250 feet

ZC-059-2025
COUNCIL DISTRICT 7
NORTH OF STATE HIGHWAY 255 AND EAST OF FM 1472

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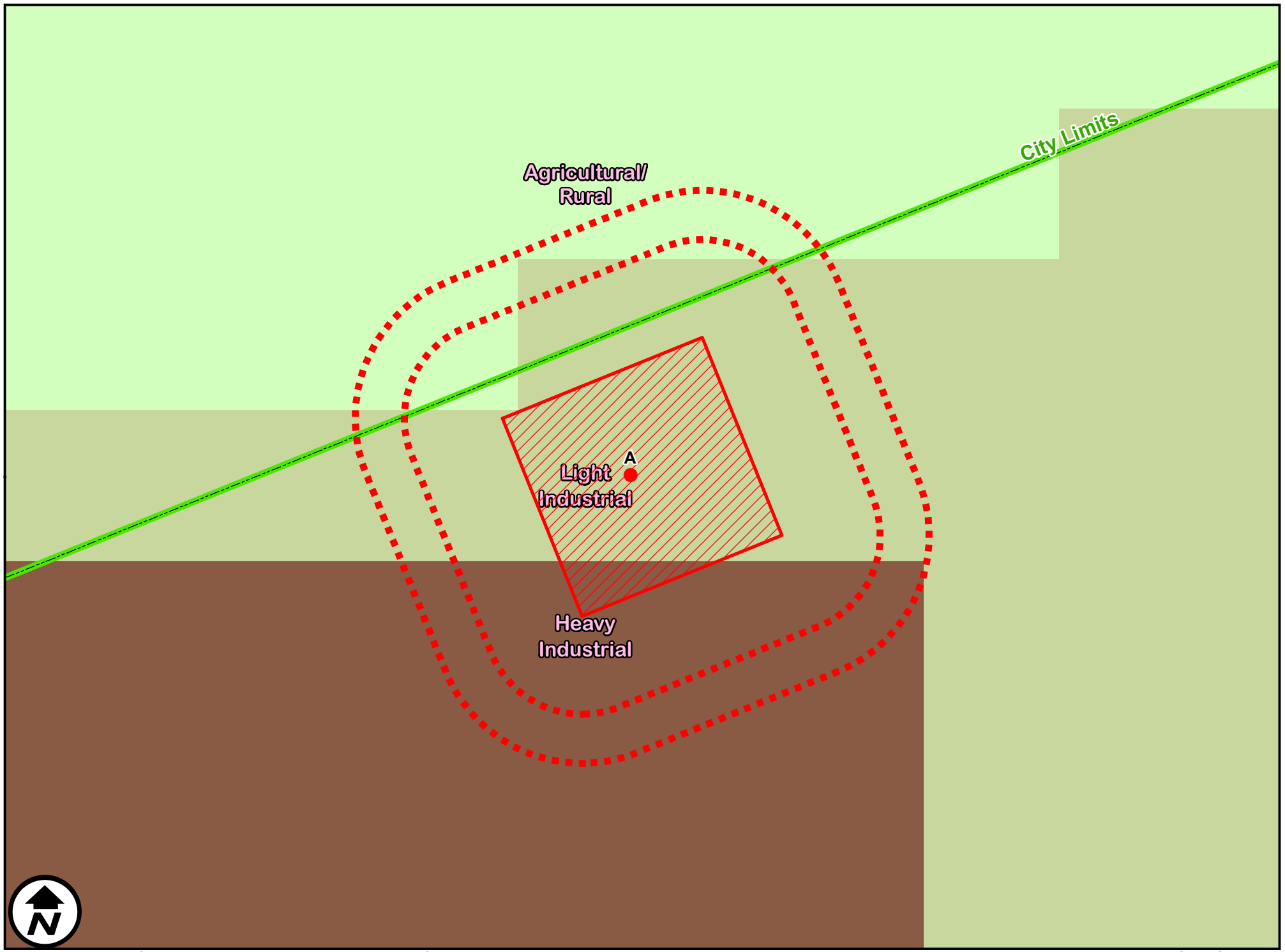


ZONING OVERVIEW

1 inch = 500 feet

ZC-059-2025
COUNCIL DISTRICT 7
NORTH OF STATE HIGHWAY 255 AND EAST OF FM 1472

APPLICATION F
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S.U.P FOR OIL AND/OR GAS EXTRACTIONS (WELL "A" SITE)

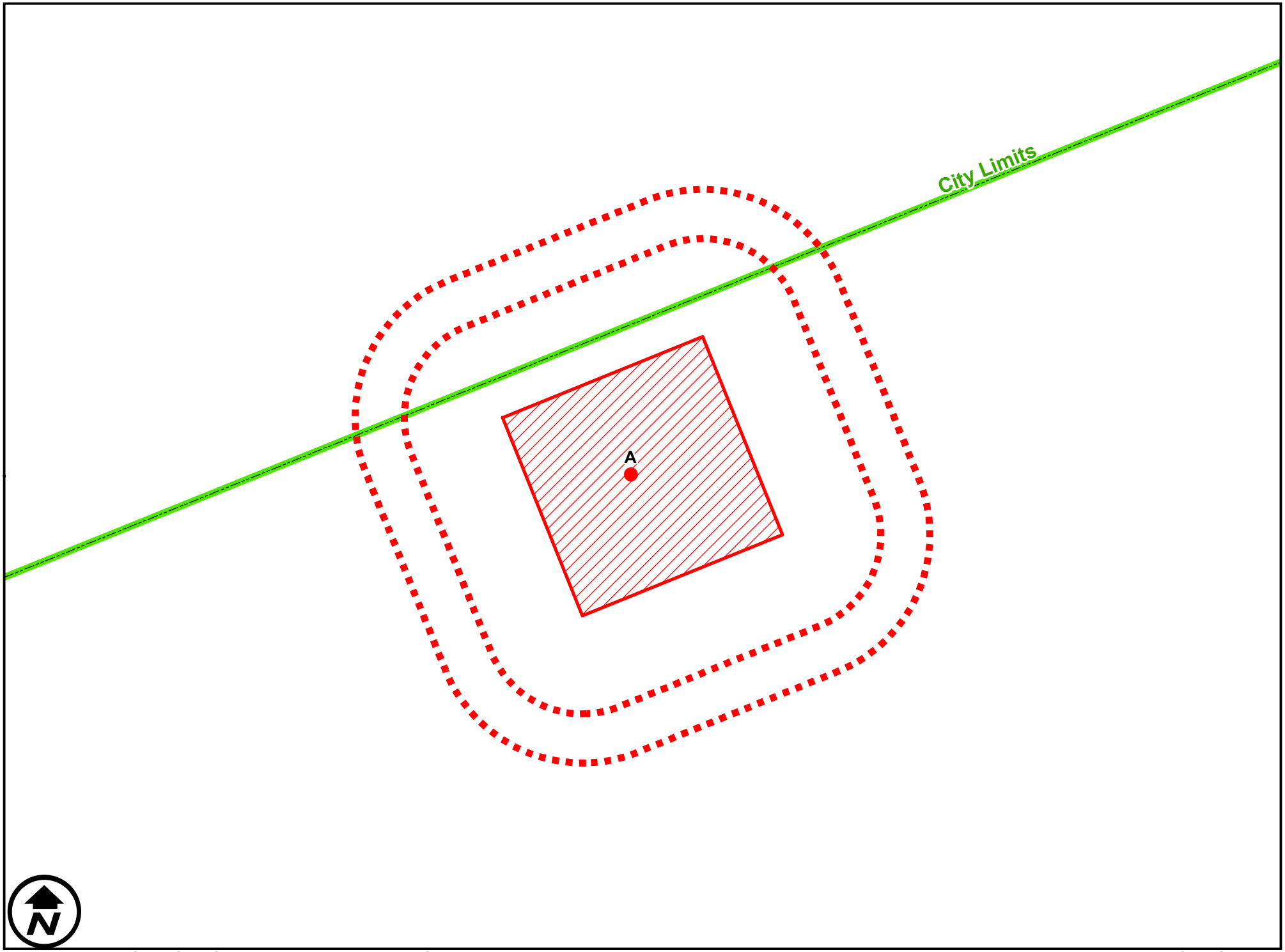


FUTURE LANDUSE

1 inch = 250 feet

ZC-059-2025
COUNCIL DISTRICT 7
NORTH OF STATE HIGHWAY 255 AND EAST OF FM 1472

APPLICATION F
M-1 (LIGHT MANUFACTURING DISTRICT)
S.U.P FOR OIL AND/OR GAS EXTRACTIONS (WELL "A" SITE)



200' AND 300' NOTIFICATION

1 inch = 250 feet

ZC-059-2025
COUNCIL DISTRICT 7
NORTH OF STATE HIGHWAY 255 AND EAST OF FM 1472

APPLICATION F
M-1 (LIGHT MANUFACTURING DISTRICT)
S.U.P FOR OIL AND/OR GAS EXTRACTIONS (WELL "A" SITE)



AERIAL MAP

1 inch = 2,000 feet

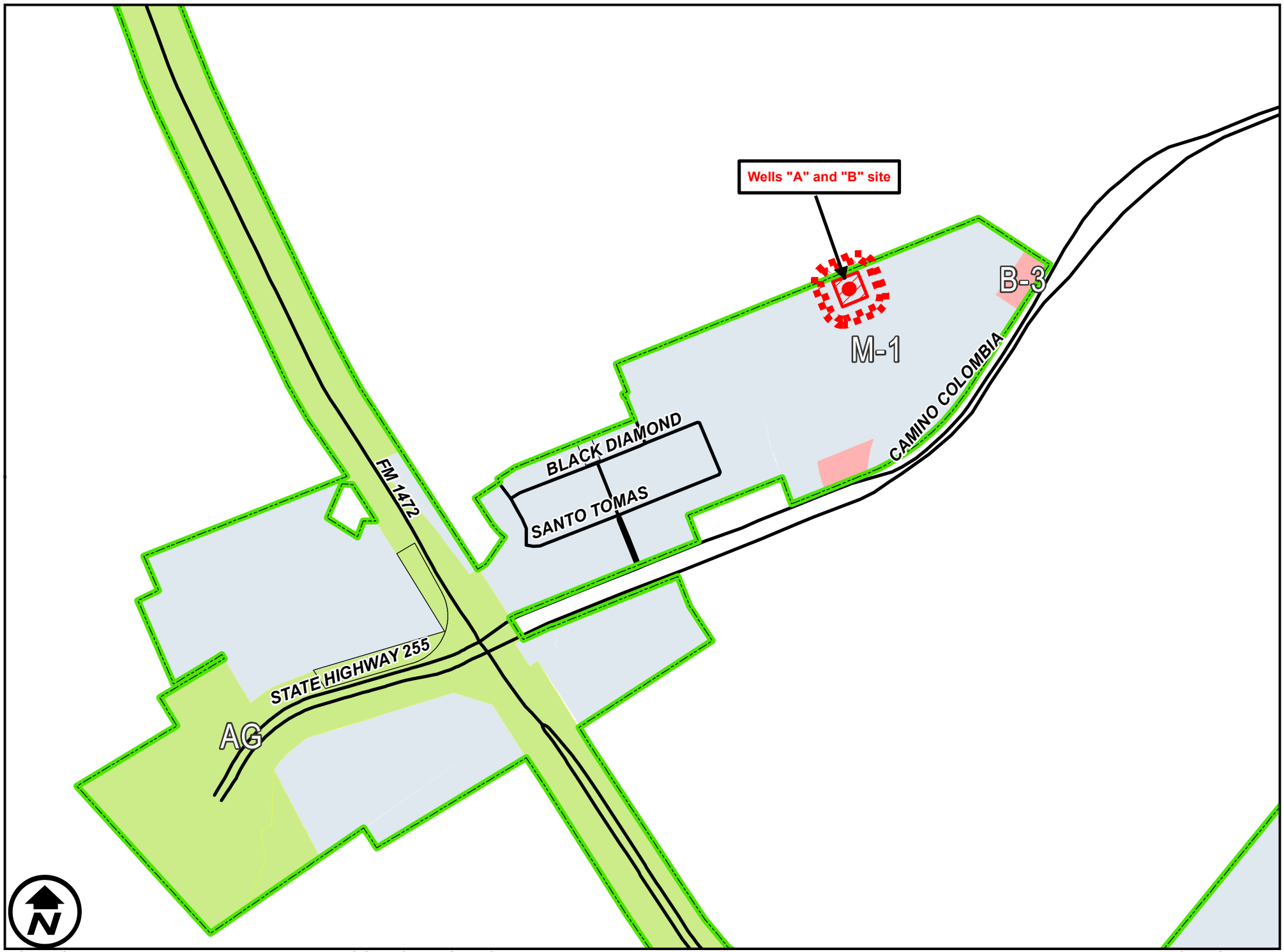
COUNCIL DISTRICT 7

NORTH OF STATE HIGHWAY 255 AND EAST OF FM 1472

APPLICATION F

M-1 (LIGHT MANUFACTURING DISTRICT) T

S.U.P FOR OIL AND/OR GAS EXTRACTIONS (WELLS "A" AND "B" SITE)



ZONING MAP

1 inch = 2,000 feet

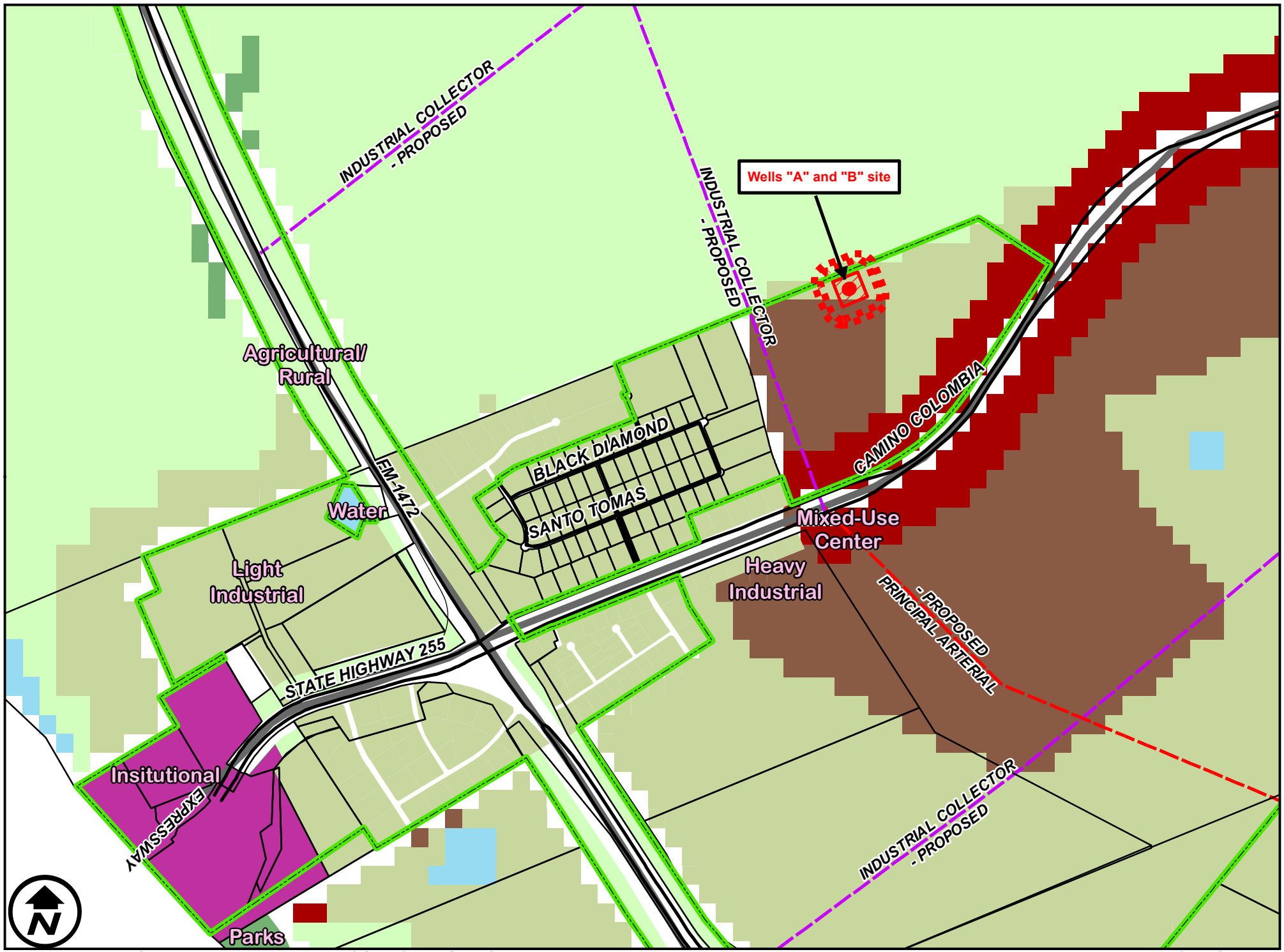
COUNCIL DISTRICT 7

NORTH OF STATE HIGHWAY 255 AND EAST OF FM 1472

APPLICATION F

M-1 (LIGHT MANUFACTURING DISTRICT)

S.U.P FOR OIL AND/OR GAS EXTRACTIONS (WELLS "A" AND "B" SITE)



FUTURE LANDUSE

1 inch = 2,000 feet

COUNCIL DISTRICT 7

NORTH OF STATE HIGHWAY 255 AND EAST OF FM 1472

APPLICATION F

M-1 (LIGHT MANUFACTURING DISTRICT) TO

S.U.P FOR OIL AND/OR GAS EXTRACTIONS (WELLS "A" AND "B" SITE)

Exhibit 1

EXHIBIT "A"

KIMMERIDGE TEXAS GAS, LLC

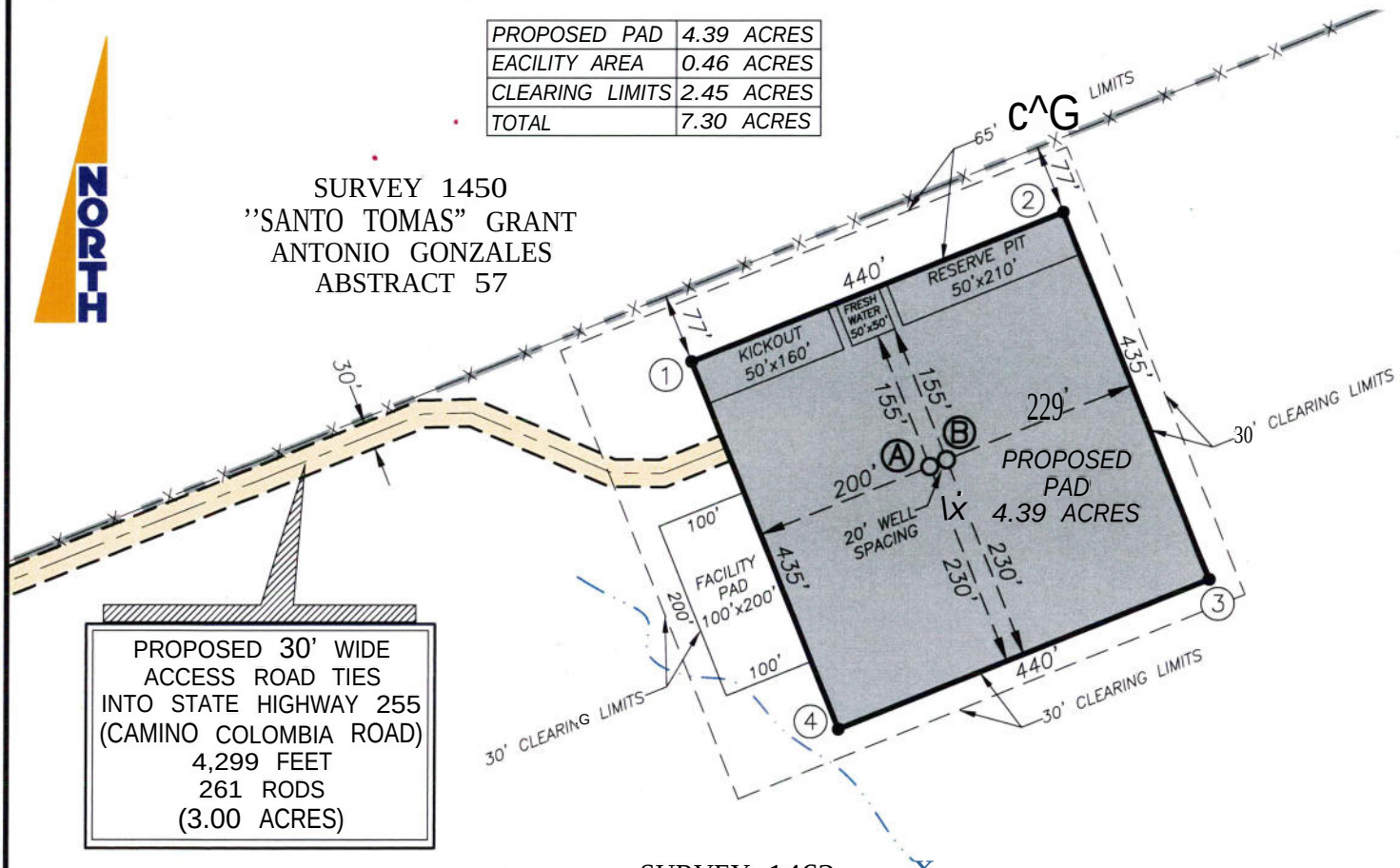
PROPOSED SURFACE USE PLAT

NEEDMORE 140H & 340H
SITUATED IN
SURVEY 1462, WEBB COUNTY SCHOOL LAND, ABSTRACT 502
WEBB COUNTY, TEXAS

PAD CORNER INFORMATION			
CORNER No.	STATE PLANE TX-S NAD27	GEOGRAPHIC NAD83	ELEV.
©	X = 1608390.30 Y = 750373.87	LAT: 27-43'34.26" LONG: 99-42'38.92"	569.4'
②	X = 1608798.40 Y = 750538.35	LAT: 27-43'35.93" LONG: 99-42'34.39"	562.5'
③	X = 1608961.01 Y = 750134.89	LAT: 27-43'31.95" LONG: 99-42'32.54'	556.9'
④	X = 1608552.92 Y = 749970.40	LAT: 27-43'30.28" LONG: 99-42'37.06"	559.3'

WELL INFORMATION			
WELL NAME	STATE PLANE TX-S NAD27	GEOGRAPHIC NAD83	ELEV.
Ⓐ NEEDMORE 140H	X = 1608652.42 Y = 750258.50	LAT: 27-43'33.14" LONG: 99-42'35.99"	561.8'
Ⓑ NEEDMORE 340H	X = 1608670.90 Y = 750266.01	LAT: 27-43'33.22" LONG: 99-42'35.78"	560.0'

PROPOSED PAD	4.39 ACRES
EACILITY AREA	0.46 ACRES
CLEARING LIMITS	2.45 ACRES
TOTAL	7.30 ACRES



GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 Inch = 200 Ft.

PRELIMINARY
05—07—25

HOWLAND
ENGINEERING AND SURVEYING CO.
TBPE Firm Registration No. F-4097 TBPLS Firm Registration No. 100464-00 TBPLS Firm Registration No. 10194361
7615 N. Bartlett Avenue, Laredo, TX. 78041 P. 956.722.4411 F. 956.441.0180
4902 Sinclair Road, San Antonio, TX. 78222 P. 210.648.1600 F. 210.648.1605
www.howlandcompanies.com

LEGEND
= PAD LINE
= FENCE line
= SURVEY LINE
= CREEK

Revision	Date
1	04-25-25
2	05-07-25
3	
4	
5	

WARNING:
BASIS OF BEARING: G.P.S. Tx. South Zone, N.A.D.-27.
THIS PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. HOWLAND ENGINEERING AND SURVEYING CO., INC. ASSUMES NO RESPONSIBILITY TO LOCATE PIPELINE OR CABLE CROSSINGS. NO CLAIM IS HEREBY MADE REGARDING CURRENT OR ACTUAL SURFACE/MINERAL FEE OWNERSHIP OR LESSOR. THIS DRAWING IS MADE EXCLUSIVELY FOR KIMMERIDGE TEXAS GAS, LLC.

FIELD DATE	BOOK	PAGE(s)
04-15-25	1182	15-1.1
04-17-25	1182	15
04-21-25	1182	18
04-29-25	1182	26-27
05-01-25	1182	29

DRAWN BY:	L.TREVINO
CHECKED BY:	J.SEGOVIA
JOB No.	26936-25
SHEET:	1 OF 1

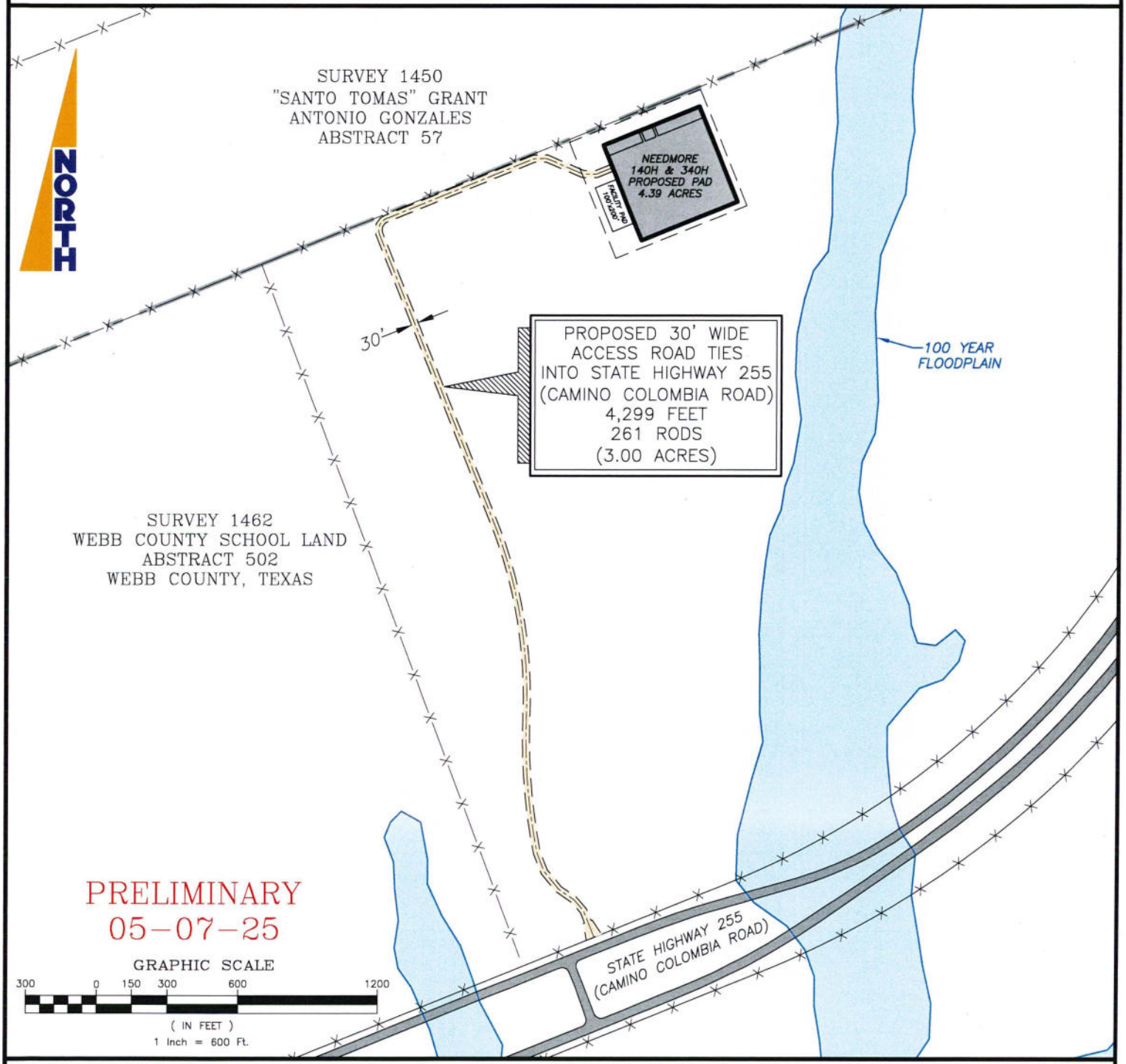
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EXHIBIT "A"

KIMMERIDGE TEXAS GAS, LLC

PROPOSED SURFACE USE PLAT

NEEDMORE 140H & 340H
SITUATED IN
SURVEY 1462, WEBB COUNTY SCHOOL LAND, ABSTRACT 502
WEBB COUNTY, TEXAS



PRELIMINARY
05-07-25

GRAPHIC SCALE
300 0 150 300 600 1200
(IN FEET)
1 Inch = 600 Ft.

HOWLAND
ENGINEERING AND SURVEYING CO.
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LEGEND

= PAD LINE
= FENCE LINE
= SURVEY LINE

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1	04-25-25
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WARNING: BASIS OF BEARING: G.P.S. Tx. South Zone, N.A.D.-27.

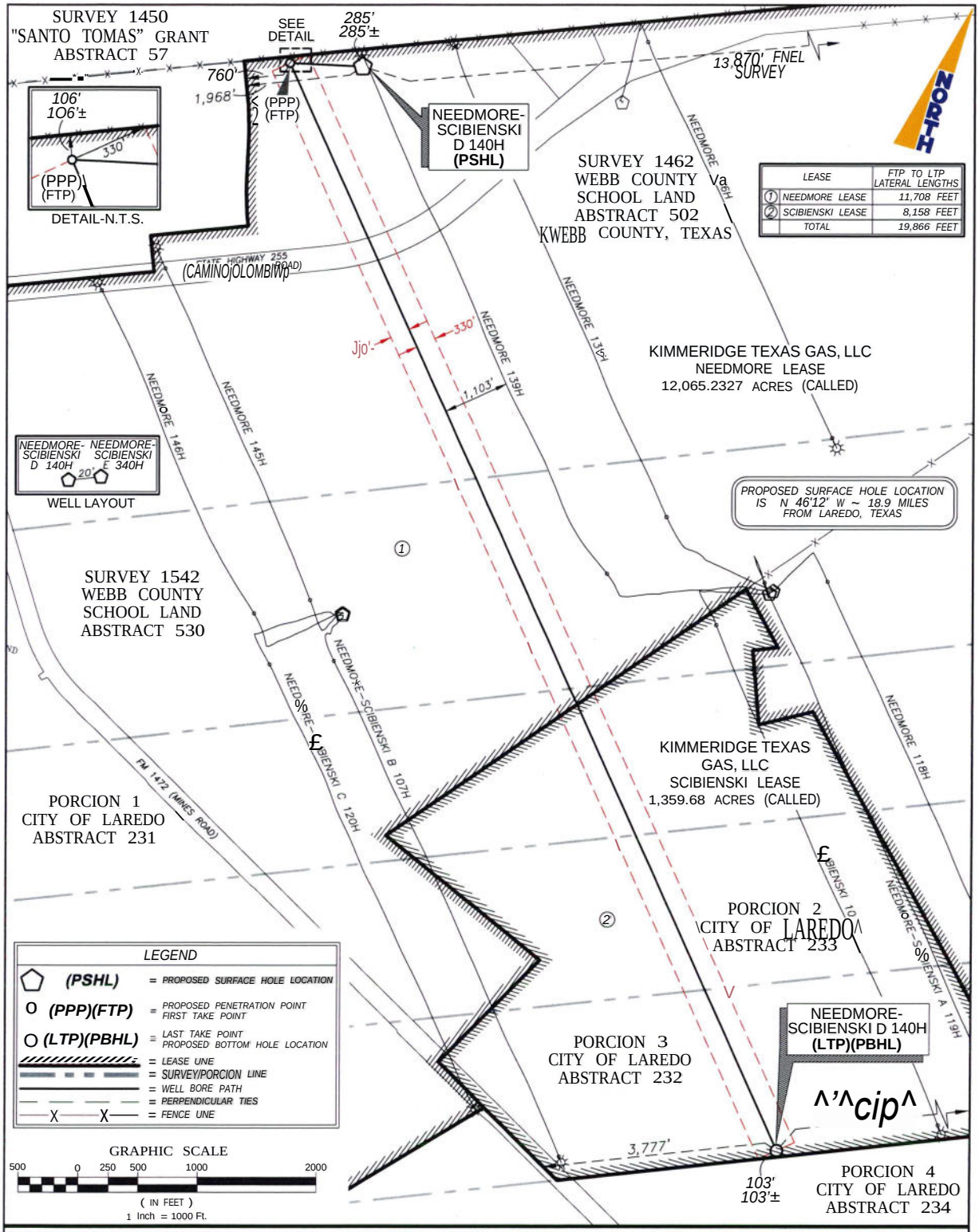
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04-15-25	1182	12-13
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04-21-25	1182	18
04-29-25	1182	26-27
05-01-25	1182	29

DRAWN BY:	L.TREVINO
CHECKED BY:	J.SEGOVIA
JOB No.	26936-25A
SHEET:	1 OF 1

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Exhibit 1



NEEDMORE-SCIBIENSKI D 140H

STATE PLANE COORDINATES – TEXAS SOUTH ZONE – NAD 1927:

PROPOSED SURFACE HOLE LOCATION (PSHL)

N: 750258 E: 1608652

GEOGRAPHIC NAD 27: Lat.: 27°43'32.10" Long.: 99°42'34.82"

GEOGRAPHIC NAD 83: Lat.: 27°43'33.14" Long.: 99°42'35.99"

ELEVATION: 562'

LEASE: 285' FNWL & 1,968' FSWL

SURVEY: 285'± FNWL & 13,870'± FNEL

PROPOSED PENETRATION POINT (PPP)
FIRST TAKE POINT (FTP)

N: 749973 E: 1607465

LEASE: 106' FNWL & 760' FSWL

LAST TAKE POINT (LTP)
PROPOSED BOTTOM HOLE LOCATION (PBHL)

N: 734911 E: 1620420

LEASE: 103' FSEL & 3,777' FSWL

PORCION: 103'± FSEL & 64,078'± FNEL

Path Information
(PSHL)
S 76°28' W = 1,221'
(PPP)(FTP)
S-40°42' E ~ 19,866'
(LTP)(PBHL)

KIMMERIDGE TEXAS GAS, LLC

NEEDMORE LEASE- 12,065.2327 ACRES (CALLED)
SCIBIENSKI LEASE- 1,359.68 ACRES (CALLED)

SITUATED IN
SURVEY 1542, WEBB COUNTY SCHOOL LAND, ABSTRACT 530; SURVEY 1462, WEBB COUNTY SCHOOL LAND, ABSTRACT 502; PORCION 1, CITY OF LAREDO, ABSTRACT 231; PORCION 2, CITY OF LAREDO, ABSTRACT 233 AND PORCION 3, CITY OF LAREDO, ABSTRACT 232, WEBB COUNTY, TEXAS

FIELD DATE	BOOK	PAGE(S)	Revision	Date
04-15-25	1182	12	1	05-28-25
04-17-25	1182	15	2	
05-01-25	1182	29	3	
			4	

DRAWN BY:	L.O.T.
CHECKED BY:	J.S.
JOB No.:	26936.1-25
QUAD:	DOLORES RANCH

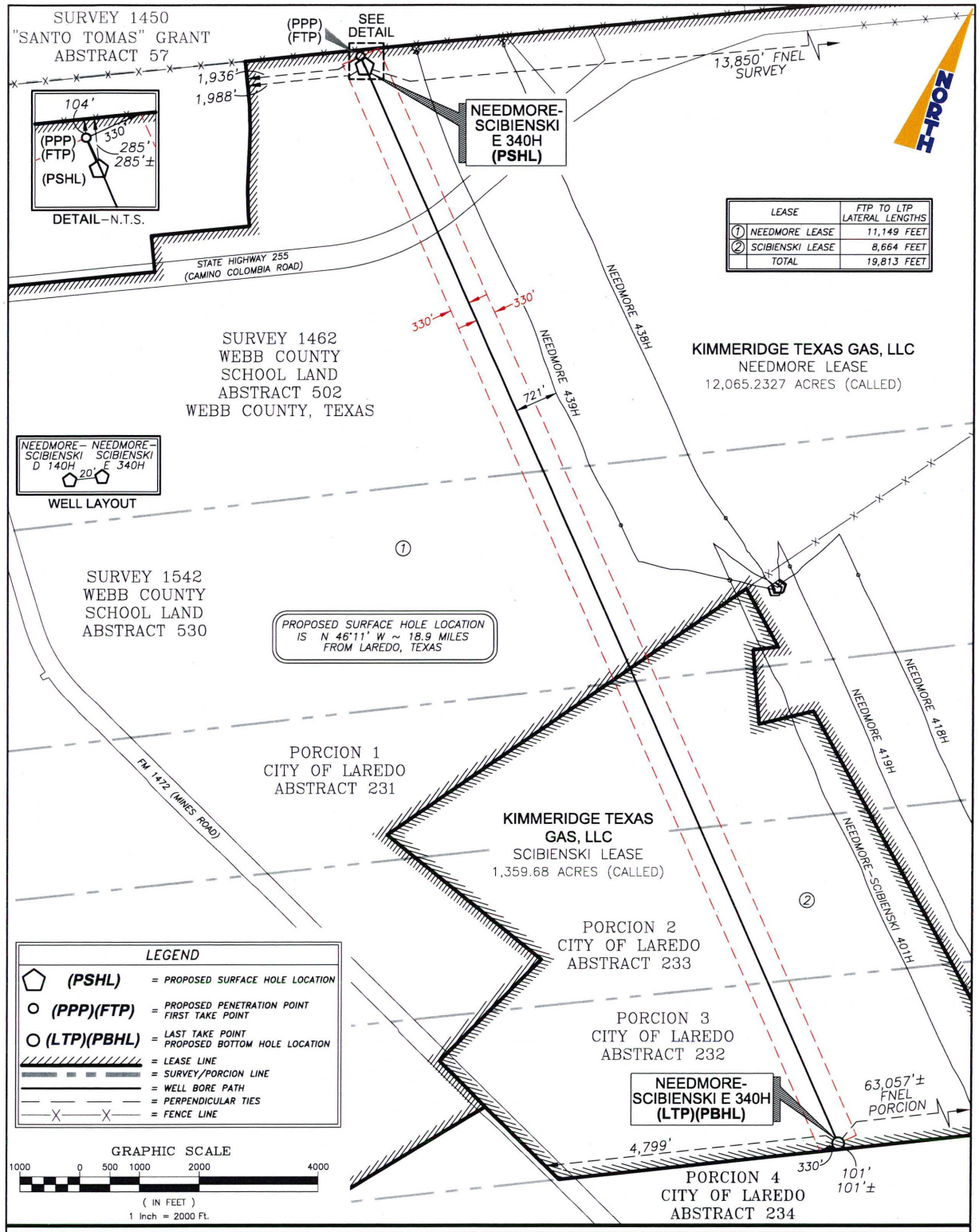
HOWLAND
ENGINEERING AND SURVEYING CO.
TBPE Firm Registration No. F-4097 TBPLS Firm Registration No. 100464-00, TBPLS Firm Registration No. 10194361
7615 N. Bartlett Avenue Laredo, TX. 78041 P. 956.722.4411
4902 Sinclair Road San Antonio, TX. 78222 P. 210.648.1800
www.howlandcompanies.com

This Plat represents a WELL LOCATION survey prepared on on-the-ground survey, deeds and other available information. This is not intended to be a boundary survey, but for the sole purpose of filing with the Texas Railroad Commission for a drilling permit. This plat is for exclusive use of KIMMERIDGE TEXAS GAS, LLC.

R.P.L.S. No. 5726 -TEXAS

05-28-2025
CURRENT DATE

Exhibit 1



NEEDMORE-SCIBIENSKI E 340H

STATE PLANE COORDINATES – TEXAS SOUTH ZONE – NAD 1927:

PROPOSED SURFACE HOLE LOCATION (PSHL)

N: 750266 E: 1608671

GEOGRAPHIC NAD 27: Lat.: 27°43'32.18" Long.: 99°42'34.61"

GEOGRAPHIC NAD 83: Lat.: 27°43'33.22" Long.: 99°42'35.78"

ELEVATION: 560'

LEASE: 285' FNWL & 1,988' FSWL

SURVEY: 285'± FNWL & 13,850'± FNEL

PROPOSED PENETRATION POINT (PPP)
FIRST TAKE POINT (FTP)

N: 750414 E: 1608555

LEASE: 104' FNWL & 1,936' FSWL

LAST TAKE POINT (LTP)
PROPOSED BOTTOM HOLE LOCATION (PBHL)

N: 735299 E: 1621365

LEASE: 101' FSEL & 4,799' FSWL

PORCION: 101'± FSEL & 63,057'± FNEL

Path Information
(PSHL)
N 37°59' W ~ 188'
(PPP)(FTP)
S 40°17' E ~ 19,813'
(LTP)(PBHL)

KIMMERIDGE TEXAS GAS, LLC

NEEDMORE LEASE–12,065.2327 ACRES (CALLED)
SCIBIENSKI LEASE–1,359.68 ACRES (CALLED)

SITUATED IN
SURVEY 1542, WEBB COUNTY SCHOOL LAND, ABSTRACT 530; SURVEY 1462, WEBB COUNTY SCHOOL LAND, ABSTRACT 502; PORCION 1, CITY OF LAREDO, ABSTRACT 231; PORCION 2, CITY OF LAREDO, ABSTRACT 233 AND PORCION 3, CITY OF LAREDO, ABSTRACT 232, WEBB COUNTY, TEXAS

FIELD DATE	BOOK	PAGE(S)	Revision	Date
04-15-25	1182	12	1	05-28-25
04-17-25	1182	15	2	
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			4	

DRAWN BY:	L.O.T.
CHECKED BY:	J.S.
JOB No.:	26936.2-25
QUAD:	DOLORES RANCH

HOWLAND
ENGINEERING AND SURVEYING CO.
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REGISTERED TEXAS LAND SURVEYOR 5726 PROFESSIONAL

R.P.L.S. No. 5726 –TEXAS

05-28-2025
CURRENT DATE

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Exhibit 1

ATTACHMENT 1 CONTINUED

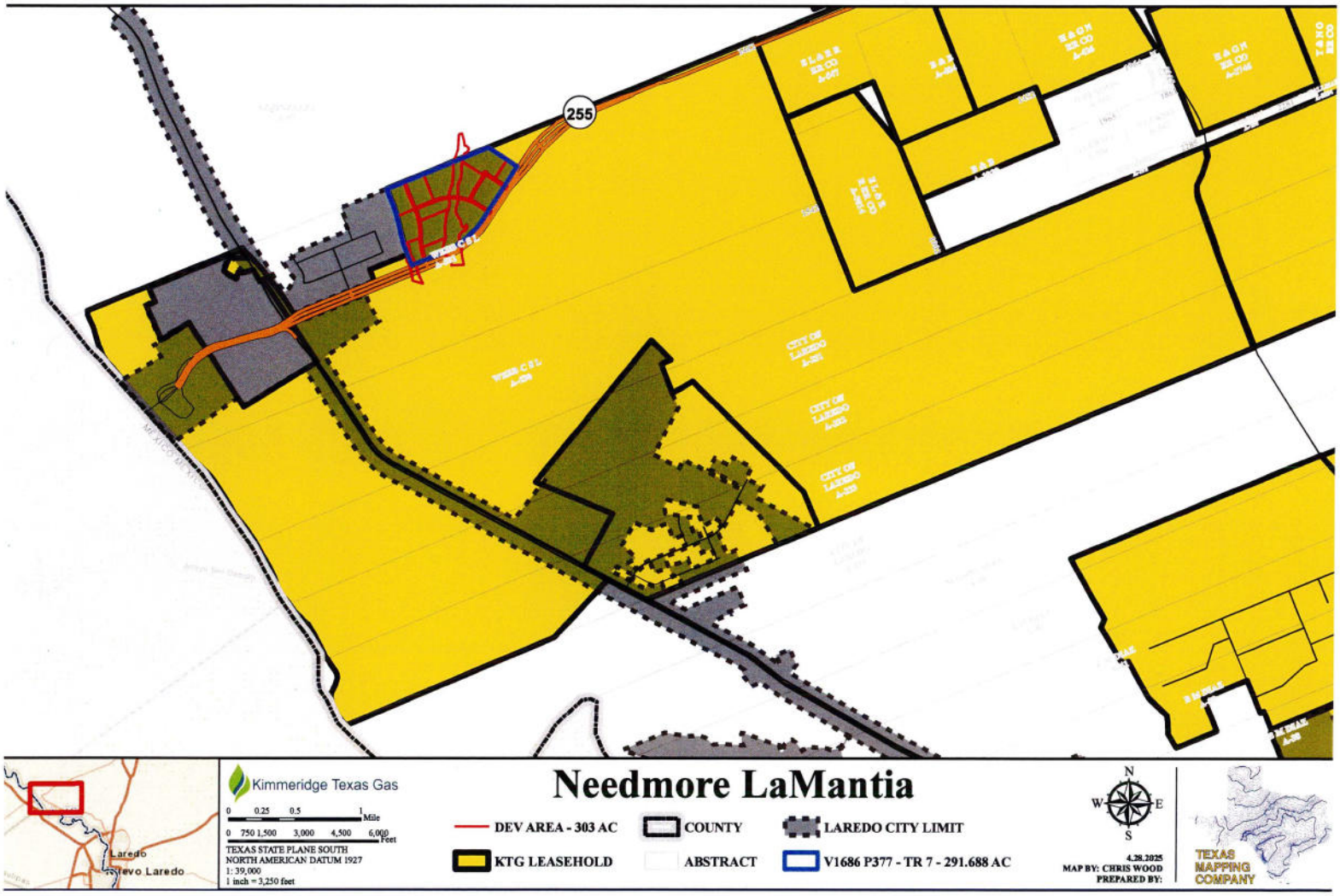


Exhibit 2

API No. 42-479-45382
Drilling Permit # 908348
SWR Exception (R37)

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER

This facsimile W-1 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office.

FORM W-1 07/2004

Permit Status: Approved

1. RRC Operator No. 100291

2. Operator's Name (as shown on form P-5, Organization Report): KIMMERIDGE TEXAS GAS, LLC

3. Operator Address (include street, city, state, zip): 730 TOWN AND COUNTRY BLVD STE 400 HOUSTON, TX 77024-0000

4. Lease Name: NEEDMORE-SCIBIENSKI D

5. Well No.: 140H

GENERAL INFORMATION

6. Purpose of filing (mark ALL appropriate boxes): ® New Drill ☐ Recompletion D Reclass O Field Transfer O Re-Enter LZI Amended ☐ Amended as Drilled (BHL) (Also File Form W-1D)

7. Wellbore Profile (mark ALL appropriate boxes): ☐ Vertical ® Horizontal (Also File Form W-1H) ☐ Directional (Also File Form W-1D) ☐ Sidetrack

8. Total Depth: 15000

9. Do you have the right to develop the minerals under any right-of-way ? [g Yes ☐ No

10. Is this well subject to Statewide Rule 36 (hydrogen sulfide area)? K Yes O No

SURFACE LOCATION AND ACREAGE INFORMATION

11. RRC District No.: 04

12. County: WEBB

13. Surface Location [XI Land 1_1 Bay/Estuary LJ Inland Waterway 1–1 Offshore

14. This well is to be located 13.9 miles in a NW direction from LAREDO which is the nearest town in the county of the well site.

15. Section	16. Block	17. Survey	18. Abstract No.	19. Distance to nearest lease line: ft.	20. Number of contiguous acres in lease, pooled unit, or unitized tract:
1462		WEBB CSL	A-502		13424.91

21. Lease Perpendiculars: 285 ft from the NW line and 1968 ft from the SW line.

22. Survey Perpendiculars: 285 ft from the NW line and 13870 ft from the NE line.

23. Is this a pooled unit? ☐ Yes K No

24. Unitization Docket No:

25. Are you applying for Substandard Acreage Field? ☐ Yes (attach Form W-IA) E No

FIELD INFORMATION List all fields of anticipated completion including Wildcat. List one zone per line.

26. RRC District No.	27. Field No.	28. Field Name (exactly as shown in RRC records)	29. Well Type	30. Completion Depth	31. Distance to Nearest Well in this Reservoir	32. Number of Wells on this lease in this Reservoir
01	39744500	HAWKVILLE (EAGLEFORD SHALE)	Gas Well	14000	1103.00	15

BOTTOMHOLE LOCATION INFORMATION is required for DIRECTIONAL, HORIZONTAL, AND AMENDED AS DRILLED PERMIT APPLICATIONS (see W-1H attachment)

Remarks
See W1 Comments attached

RRC Use Only Data Validation Time Stamp: Jun 6, 2025 7:32 AM('As Approved' Version)

Certificate:
I certify that information stated in this application is true and complete, to the best of my knowledge.

Gayle Foord, Regulatory Analyst — Name of filer
May 30, 2025 — Date submitted
(713)6006062 — Phone
gfoord@ktqllc.com — E-mail Address (OPTIONAL)

Permit Status: Approved

The RRC has not approved this application. Duplication or distribution of information is at the user's own risk.

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER

This facsimile W-1 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office.

Form W-1H 07/2004
Supplemental Horizontal Well Information

Permit # 908348

Approved Date: Jun 06, 2025

1. RRC Operator No.	2. Operator's Name (exactly as shown on form P-5, Organization Report)	3. Lease Name	4. Well No.
100291	KIMMERIDGE TEXAS GAS, LLC	NEEDMORE-SCIBIENSKI D	140H

Lateral Drainhole Location Information

5. Field as shown on Form W-1: HAWKVILLE (EAGLEFORD SHALE) (Field # 39744500, RRC District 01)

6. Section	7. Block	8. Survey	9. Abstract	10. County of BHL
3/86		CITY OF LAREDO	232	WEBB

11. Terminus Lease Line Perpendiculars
103 ft. from the SE line. and 3777 ft. from the SW line

12. Terminus Survey Line Perpendiculars
103 ft. from the SE line. and 64078 ft. from the NE line

13. Penetration Point Lease Line Perpendiculars
106 ft. from the NW line. and 760 ft. from the SW line

Permit Status: Approved

The RRC has not approved this application. Duplication or distribution of information is at the user's own risk.

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER

This facsimile W-1 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office.

W-1 Comments

Permit # 908348

Approved Date: Jun 06, 2025

[May 30, 2025 12:40 PM]: Commission Staff expresses no opinion as to whether a 100% ownership interest in each of the leases alone or in combination with a "production sharing agreement" confers the right to drill across lease/unit lines or whether a pooling agreement is also required. However, until that issue is directly addressed and ruled upon by a Texas court of competent jurisdiction it appears that a 100% interest in each of the leases and a production sharing agreement constitute a sufficient colorable claim to the right to drill a horizontal well as proposed to authorize the removal of the regulatory bar and the issuance of a drilling permit by the Commission, assuming the proposed well is in compliance with all other relevant Commission requirements.

Issuance of the permit is not an endorsement or approval of the applicant's stated method of allocating production proceeds among component leases or units. All production must be reported to the Commission as production from the lease or pooled unit on which the wellhead is located and reported production volume must be determined by actual measurement of hydrocarbon volumes prior to leaving that tract and may not be based on allocation or estimation. Payment of royalties is a contractual matter between the lessor and lessee. Interpreting the leases and determining whether the proposed proceeds allocation comports with the relevant leases is not a matter within Commission jurisdiction but a matter for the parties to the lease and, if necessary, a Texas court of competent jurisdiction.

The foregoing statements are not, and should not be construed as, a final opinion or decision of the Railroad Commission.; [RRC STAFF Jun 3, 2025 12:09 PM]: There have been problems identified with this permit (see problem letter attachment). Notification sent.; [RRC STAFF Jun 3, 2025 12:59 PM]: There have been problems identified with this permit (see problem letter attachment). Notification sent.; [RRC STAFF Jun 5, 2025 3:39 PM]: Filer submitted a lease plat that shows the entirety of both tracts.; [RRC STAFF Jun 5, 2025 3:41 PM]: Problem sent - "Allocation wells need to show the entire unit on a plat. Please submit a single plat that shows the entirety of both tracts or you may submit a plat for each of the tracts."; [RRC STAFF Jun 6, 2025 7:32 AM]: Problems identified with this permit are resolved.; [RRC STAFF Jun 6, 2025 7:32 AM]: Exception Admin Approved. 37(h)(2)(B). Own Offset.

Exhibit 3

Railroad Commission of Texas

PERMIT TO DRILL, RE-COMPLETE, OR RE-ENTER ON REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

CONDITIONS AND INSTRUCTIONS

Permit Invalidation. It is the operator's responsibility to make sure that the permitted location complies with Commission density and spacing rules in effect on the spud date. The permit becomes invalid automatically if, because of a field rule change or the drilling of another well, the stated location is not in compliance with Commission field rules on the spud date. If this occurs, application for an exception to Statewide Rules 37 and 38 must be made and a special permit granted prior to spudding. Failure to do so may result in an allowable not being assigned and/or enforcement procedures being initiated.

Notice Requirements. Per H.B 630, signed May 8, 2007, the operator is required to provide notice to the surface owner no later than the 15th business day after the Commission issues a permit to drill. Please refer to subchapter Q Sec. 91.751-91.755 of the Texas Natural Resources Code for applicability.

Permit expiration. This permit expires two (2) years from the date of issuance shown on the original permit. The permit period will not be extended.

Drilling Permit Number. The drilling permit number shown on the permit MUST be given as a reference with any notification to the district (see below), correspondence, or application concerning this permit.

Rule 37 Exception Permits. This Statewide Rule 37 exception permit is granted under either provision Rule 37 (h)(2)(A) or 37(h)(2)(B). Be advised that a permit granted under Rule 37(h)(2)(A), notice of application, is subject to the General Rules of Practice and Procedures and if a protest is received under Section 1.3, "Filing of Documents," and/or Section 1.4, "Computation of Time," the permit may be deemed invalid.

Before Drilling

Fresh Water Sand Protection. The operator must set and cement sufficient surface casing to protect all usable-quality water, as defined by the Railroad Commission of Texas (RRC) Groundwater Advisory Unit (GWAU). Before drilling a well, the operator must obtain a letter from the Railroad Commission of Texas stating the depth to which water needs protection, Write: Railroad Commission of Texas, Groundwater Advisory Unit (GWAU), P.O. Box 12967, Austin, TX 78711-3087. File a copy of the letter with the appropriate district office.

Accessing the Well Site. If an OPERATOR, well equipment TRANSPORTER or WELL service provider must access the well site from a roadway on the state highway system (Interstate, U.S. Highway, State Highway, Farm-to-Market Road, Ranch-to-Market Road, etc.), an access permit is required from TxDOT. Permit applications are submitted to the respective TxDOT Area Office serving the county where the well is located.

Water Transport to Well Site. If an operator intends to transport water to the well site through a temporary pipeline laid above ground on the state's right-of-way, an additional TxDOT permit is required. Permit applications are submitted to the respective TxDOT Area Office serving the county where the well is located.

*NOTIFICATION

The operator is **REQUIRED** to notify the district office when setting surface casing, intermediate casing, and production casing, or when plugging a diy hole. The district office MUST also be notified if the operator intends to re-enter a plugged well or re-complete a well into a different regulatory field. Time requirements are given below. The drilling permit number MUST be given with such notifications.

During Drilling

Permit at Drilling Site : A copy of the Form **W-l** Drilling Permit Application, the location plat, a copy of Statewide Rule 13 alternate surface casing setting depth approval from the district office, if applicable, and this drilling permit must be kept at the permitted well site throughout drilling operations.

***Notification of Setting Casing :** The operator MUST call in notification to the appropriate district office (phone number shown the on permit) a minimum of eight (8) hours prior to the setting of surface casing, intermediate casing, AND production casing. The individual giving notification MUST be able to advise the district office of the drilling permit number.

***Notification of Re-completion/Re-entry :** The operator MUST call in notification to the appropriate district office (phone number shown on permit) a minimum of eight (8) hours prior to the initiation of drilling or re-completion operations. The individual giving notification MUST be able to advise the district office of the drilling permit number.

Completion and Plugging Reports

Hydraulic Fracture Stimulation using Diesel Fuel: Most operators in Texas do not use diesel fuel in hydraulic fracturing fluids. Section 322 of the Energy Policy Act of 2005 amended the Underground Injection Control (UIC) portion of the federal Safe Drinking Water Act (42 USC 300h(d)) to define "underground Injection" to *EXCLUDE* "...the underground injection of fluids or propping agents *(other than diesel fluels)* pursuant to hydraulic fracturing operations related to oil, gas, or geothermal production activities." (italic and underlining added.) Therefore, hydraulic fracturing may be subject to regulation under the federal UIC regulations if diesel fuel is injected or used as a propping agent. EPA defined "diesel fuel" using the following five (5) Chemical Abstract Service numbers: 68334-30-5 Primary Name: Fuels, diesel; 68476-34-6 Primary Name: Fuels, diesel, No. 2; 68476-30-2 Primary Name: Fuel oil No. 2; 68476-31-3 Primary Nmae: Fuel oil, No. 4; and 8008-20-6 Primary Name: Kerosene. As a result, an injection well permit would be required before performing hydraulic fracture stimulation using diesel fuel as defined by EPA on any well in Texas. Hydraulic fracture stimulation using diesel fuel as defined by EPA on a well in Texas without an injection well permit could result in enforcement action.

Producing Well : Statewide Rule 16 states that the operator of a well shall file with the Commission the appropriate completion report within thirty (30) days after completion of the well or within ninety (90) days after the date on which the drilling operation is completed, whichever is earlier. Completion of the well in a field authorized by this permit voids the permit for all other fields included in the permit unless the operator indicates on the initial completion report that the well is to be a dual or multiple completion and promptly submits an application for multiple completion. All zones are required to be completed before the expiration date on the existing permit. Statewide Rule 40(d) requires that upon successful completion of a well in the same reservoir as any other well previously assigned the same acreage, proration plats and P-15s (if required) must be submitted with no double assignment of acreage.

Dry or Noncommercial Hole : Statewide Rule 14(b)(2) prohibits suspension of operations on each dry or non-commercial well without plugging unless the hole is cased and the casing is cemented in compliance with Commission rules. If properly cased, Statewide Rule 14(b)(2) requires that plugging operations must begin within a period of one (1) year after drilling or operations have ceased. Plugging operations must proceed with due diligence until completed. An extension to the one-year plugging requirement may be granted under the provisions stated in Statewide Rule 14(b)(2).

Intention to Plug : The operator must file a Form W-3A (Notice of Intention to Plug and Abandon) with the district office at least five (5) days prior to beginning plugging operations. If, however, a drilling rig is already at work on location and ready to begin plugging operations, the district director or the director's delegate may waive this requirement upon request, and verbally approve the proposed plugging procedures.

***Notification of Plugging a Dry Hole :** The operator MUST call in notification to the appropriate district office (phone number shown on permit) a minimum of four (4) hours prior to beginning plugging operations. The individual giving the notification MUST be able to advise the district office of the drilling permit number and all water protection depths for that location as stated in the Texas Commission on Environmental Quality letter.

DIRECT INQUIRIES TO: DRILLING PERMIT SECTION, OIL AND GAS DIVISION

PHONE
(512)463-6751

MAIL:
PO Box 12967
Austin, Texas, 7871 1-2967

Exhibit 3

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER	DATE PERMIT ISSUED OR AMENDED	DISTRICT
908348	06/06/2025	04
API NUMBER	**FORM W-1 RECEIVED**	**COUNTY**
42-479-45382	05/30/2025	WEBB
TYPE OF OPERATION	**WELLBORE PROFILE(S)**	**ACRES**
New Drill	Horizontal	13424.91

OPERATOR 100291
KIMMERIDGE TEXAS GAS, LLC
730 TOWN AND COUNTRY BLVD
STE 400
HOUSTON, TX 77024-0000

NOTICE
This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored.
District Office Telephone No:
(210) 227-1313

LEASE NAME: NEEDMORE-SCIBIENSKI D
WELL NUMBER: 140H

LOCATION: 18.9 miles NW direction from LAREDO
TOTAL DEPTH: 15000

Section, Block and/or
SECTION 1462 BLOCK ABSTRACT 502
SURVEY WEBB CSL

DISTANCE TO SURVEY LINES: 285.0 ft NW 13870.0 ft NE
DISTANCE TO NEAREST LEASE LINE: null

DISTANCE TO LEASE LINES: 285.0 ft NW 1968.0 ft SW
DISTANCE TO NEAREST WELL ON LEASE: See FIELD(s) Below

FIELD(s) and LIMITATIONS:

* SEE FIELD DISTRICT FOR REPORTING PURPOSES *

** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(B) **

FIELD NAME / LEASE NAME	ACRES / NEAREST LEASE	DEPTH	WELL# / NEAREST WELL	DIST
** HAWKVILLE (EAGLEFORD SHALE)	13424.91	14000	140H	01
NEEDMORE-SCIBIENSKI D			1103.0	

WELLBORE PROFILE(s) FOR FIELD: Horizontal

Terminus Point: TH1 Section: 3/86 Block: Abstract: 232 Survey: CITY OF LAREDO BH County: WEBB
Lease Lines: 103.0 ft SE 3777.0 ft SW
Survey Lines: 103.0 ft SE 64078.0 ft NE
Penetration Lines: 106.0 ft NW 760.0 ft SW

This is a hydrogen sulfide field. This well shall be drilled in accordance with SWR 36.

Permitted for gas only.

'**' PRECEDING FIELD NAME INDICATES RULE (R37)

THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS

This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.

This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in.

Exhibit 3

Railroad Commission of Texas
Oil and Gas Division
SWR #13 Formation Data
WEBB (479) COUNTY

Formation	Remarks	Geological Order	Effective Date
CATAHOULA-FRIO	injection/disposal	1	01/01/2014
JACKSON	injection/disposal	2	01/01/2014
YEGUA	injection/disposal	3	01/01/2014
COOK MOUNTAIN		4	01/01/2014
QUEEN CITY	injection/disposal; possible lost circulation	5	01/01/2014
WILCOX	injection/disposal	6	01/01/2014
ESCONDITO	injection/disposal; H2S	7	01/01/2014
OLMOS	injection/disposal	8	01/01/2014
EAGLE FORD SHALE		9	01/01/2014
EDWARDS LIMESTONE	H2S	10	01/01/2014
SLIGO	H2S	11	01/01/2014

The above list may not be all inclusive, and may also include formations that do not intersect all wellbores. The listing order of the Formation information reflects the general stratigraphic order and relative geologic age. This is a dynamic list subject to updates and revisions. It is the operator's responsibility to make sure that at the time of spudding the well the most current list is being referenced. Refer to the RRC website at the following address for the most recent information. http://www.rrc.texas.gov/oil-gas/compliance-enforcement/rule-13-geologic-formation-info

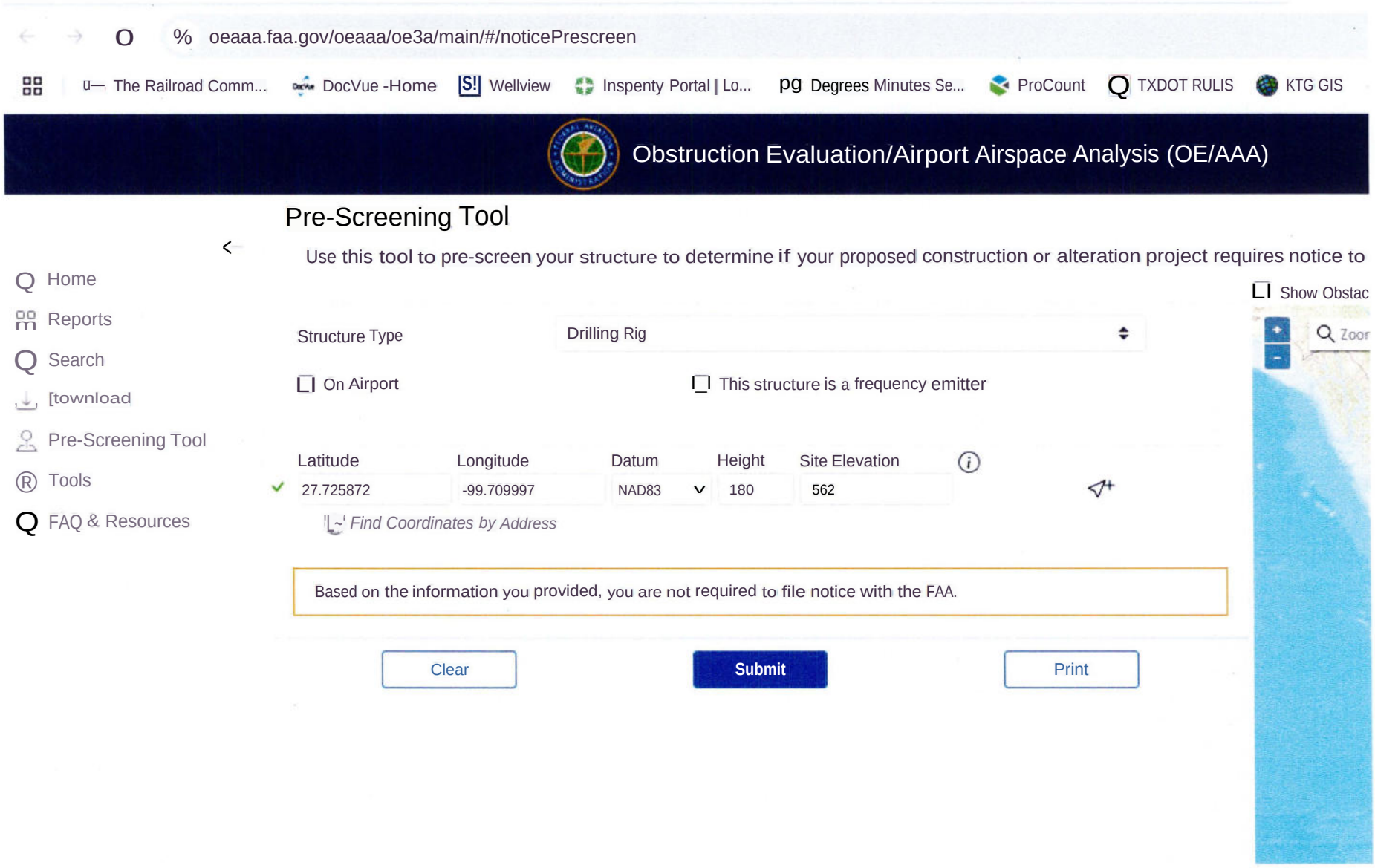

oeaaa.faa.gov/oeaaa/oe3a/main/#/noticePrescreen
The Railroad Comm...
DocVue -Home
Wellview
Inspenty Portal | Lo...
Degrees Minutes Se...
ProCount
TXDOT RULIS
KTG GIS
Obstruction Evaluation/Airport Airspace Analysis (OE/AAA)
Pre-Screening Tool
Use this tool to pre-screen your structure to determine if your proposed construction or alteration project requires notice to
Home
Reports
Search
[townload
Pre-Screening Tool
Tools
FAQ & Resources
Show Obstac
Zoor
Structure Type
Drilling Rig
On Airport
This structure is a frequency emitter
Latitude
Longitude
Datum
Height
Site Elevation
27.725872
-99.709997
NAD83
180
562
Find Coordinates by Address
Based on the information you provided, you are not required to file notice with the FAA.
Clear
Submit
Print

Exhibit 5

ACORD

CERTIFICATE OF LIABILITY INSURANCE

10/1/2025

DATE (MM/DD/YYYY) 10/1/2024

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

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

producer LOCKTON COMPANIES, LLC 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
1A480A4 Kimmeridge Texas Gas, LLC 840 W. Sam Houston Pkwy N. Suite 400 Houston TX 77024	INSURER(S) AFFORDING COVERAGE — NAIC# insurer a: Underwriters at Lloyds of London — 10736 insurer b: National Liability & Fire Insurance Co — 20052 insurer c: LIoyd's Synd 1183 (Talbot Undwr Ltd) insurer d: QBE UK Limited INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 21025680 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	USGL1513377	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1.000.000 $ 505000 $ 5.000 $ 1,000,000 $ 2,000.000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY A SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	73APB009705	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	* 1,000,000 $ XXXXXXX * XXXXXXX $ XXXXXXX $ XXXXXXX
A C D	X UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	USUMB1513378 CRG355513A24 F24XS2H16423	10/1/2024 10/1/2024 10/1/2024	10/1/2025 10/1/2025 10/1/2025	EACH OCCURRENCE AGGREGATE	$ 25,000.000 $ 25.000,000 $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT APPLICABLE			[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A A A	Operators Extra Expense Pollution XS Pollution	Y	Y	GSRWEL17O5O38 PEN4690524AA PEN4690624AA	10/1/2024 10/1/2024 10/1/2024	10/1/2025 10/1/2025 10/1/2025	See Attached $1M Occur., $2M Agg. $4M Occur., $4M Agg.	

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

CERTIFICATE HOLDER

21025680
For Information Purposes Only

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit 6

Bond No. B016167

Permit Bond

KNOW ALL MEN BY THESE PRESENTS, that we, Kimmeridge Texas Gas, LLC, as PRINCIPAL, and U.S. Specialty Insurance Company as SURETY (authorized to do business in the State of Texas) are held and firmly bound unto THE CITY OF LAREDO, TEXAS, as OBLIGEE, in the penal sum of One Hundred Thousand Dollars ($100,000.00), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Surety represents it is duly authorized by the proper authorities to transact the business of indemnity and suretyship in the state where it executed this Bond, and represents it is qualified to be surety and guarantor on bonds and undertakings, which certificate has not been revoked; and

WHEREAS, the Surety represents it has duly executed a Power of Attorney, appointing the hereinafter named representative as its duly authorized deputy, as the true and lawful Attomey-in-Fact of such Surety, as evidenced by the Power of Attorney attached hereto.

THE CONDITION OF THIS OBLIGATION IS SUCH that the Principal will make payment and reimburse said Obligee for any expenditures made by the Obligee as a result of damages sustained to streets, curbs, gutters, water lines, fire hydrants, and other public property, occasioned in any manner by the principal, his agents, employees, servants, and contractors, under the jurisdiction of the Obligee by virtue of the operation of any equipment by the said Principal, for which a permit is issued to operate.

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said permit as granted by the Obligee, then this obligation to be void; otherwise to remain in full force and virtue.

PROVIDED, HOWEVER, that the Surety herein shall have the right to withdraw as Surety from this Bond and may do so by giving the Principal and the Obligee (30) thirty days written notice to that effect, and at the end of said (30) day notice, the liability of the Surety except as to liabilities or indebtedness already incurred or accrued, shall cease, and this Bond shall thereupon terminate and no longer be in force or effect. Notwithstanding the foregoing, this Bond may be replaced by another bond executed by a surety duly authorized by the proper authorities to transact the business of indemnity and suretyship (as stated above) and such replacement bond shall assume any and all liabilities under this Bond whether past, present and/or future and this Bond shall thereupon immediately terminate and no longer be in force or effect for any liability whatsoever. Lastly, Surety's liability under this Bond shall also terminate upon a written release granted by Obligee.

IT IS FURTHER PROVIDED that regardless of the length of time this bond remains in effect and/or number of claims by the Obligee, the aggregate liability of the Surety hereon shall in no event exceed the Penal Sum of this Bond. Upon payment of any amount by the Surety to the Obligee, the Surety's liability hereunder shall be reduced by the amount of such payment. Surety's liability shall terminate in its entirety upon payment or payments equaling the Penal Sum and this Bond shall at such time no longer be in force or effect.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this 22nd day of July, 2025, the name of each being hereto affixed and duly signed by its undersigned representative, pursuant to authority of it governing body.

Kimmeridge Texas Gas, LLC

By: _____

Matthew Pierce - Authorized Signatory

Name/Title

U.S. Specialty Insurance Company

By: _____

Meredith K. Anderson, Attorney-in-Fact

Name/Title

Exhibit 7

GROUNDWATER PROTECTION DETERMINATION

Form GW-2

Groundwater Advisory Unit

Date Issued:	06 June 2025	**GAU Number:**	396551

Attention:	KIMMERIDGE TEXAS GAS, LLC 730 TOWN AND COUNTRY HOUSTON, TX 77024	**API Number:**	47945382
		County:	WEBB
		Lease Name:	NEEDMORE-SCIBIENSKI D
		Lease Number:	
Operator No.:	100291	**Well Number:**	140H
		Total Vertical	15000
		Latitude:	27.725583
		Longitude:	-99.709672
		Datum:	NAD27

Purpose: New Production Well

Location: Survey-WEBB CSL; Abstract-502; Section-1462

To protect usable-quality groundwater at this location, the Groundwater Advisory Unit of the Railroad Commission of Texas recommends:

The base of usable-quality water that must be protected is estimated to occur at a depth of 1900 feet below the land surface. Moreover, the interval from the land surface to a depth of 100 feet and the fresh water contained in the Carrizo from a depth of 1200 feet to 1600 feet must be isolated from water in overlying and underlying beds.

This recommendation is applicable to all wells within a radius of 1500 feet of this location.

Note: Unless stated otherwise, this recommendation is intended to apply to all wells drilled within 200 feet of the subject well. Unless stated otherwise, this recommendation is for normal drilling, production, and plugging operations only.

This determination is based on information provided when the application was submitted on 06/06/2025. If the location information has changed, you must contact the Groundwater Advisory Unit, and submit a new application if necessary. If you have questions, please contact us at 512-463-2741 or gau@rrc.texas.gov.

Groundwater Advisory Unit, Oil and Gas Division

EXHIBIT "A"

KIMMERIDGE TEXAS GAS, LLC

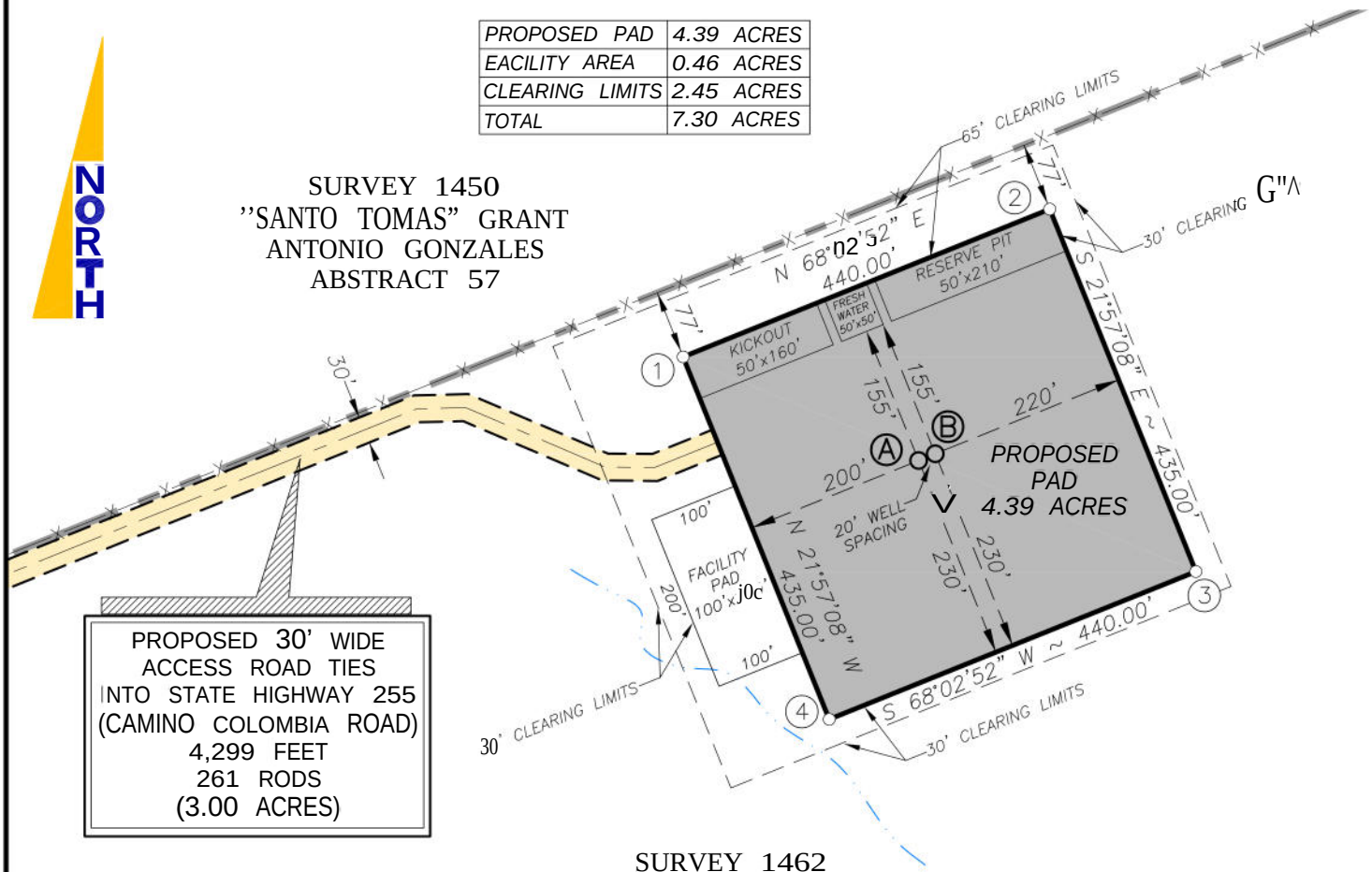
PROPOSED SURFACE USE PLAT

NEEDMORE 140H & 340H
SITUATED IN
SURVEY 1462, WEBB COUNTY SCHOOL LAND, ABSTRACT 502
WEBB COUNTY, TEXAS

PAD CORNER INFORMATION			
CORNER No.	STATE PLANE TX—S NAD27	GEOGRAPHIC NAD83	ELEV.
O	X = 1608390.30 Y = 750373.87	LAT: 27*43'34.26" LONG: 99*42'38.92"	569.4'
②	X = 1608798.40 Y = 750538.35	LAT: 27*43'35.93" LONG: 99*42'34.39"	562.5'
③	X = 1608961.01 Y = 750134.89	LAT: 27*43'31.95" LONG: 99*42'32.54"	556.9'
④	X = 1608552.92 Y = 749970.40	LAT: 27*43'30.28" LONG: 99*42'37.06"	559.3'

WELL INFORMATION			
WELL NAME	STATE PLANE TX-S NAD27	GEOGRAPHIC NAD83	ELEV.
Ⓐ NEEDMORE 140H	X = 1608652.42 Y = 750258.50	LAT: 27*43'33.14" LONG: 99*42'35.99"	561.8'
Ⓑ NEEDMORE 340H	X = 1608670.90 Y = 750266.01	LAT: 27*43'33.22" LONG: 99*42'35.78"	560.0'

PROPOSED PAD	4.39 ACRES
EACILITY AREA	0.46 ACRES
CLEARING LIMITS	2.45 ACRES
TOTAL	7.30 ACRES



GRAPHIC SCALE
100 0 50 WO 200 400
(IN FEET)
1 Inch = 200 Ft.

HOWLAND
ENGINEERING AND SURVEYING CO.
TBPE Firm Registration No. F-4097 TBPLS Firm Registration No. 100464-00 TBPLS Firm Registration No. 10194361
7615 N. Bartlett Avenue, Laredo, TX. 78041 P. 956.722.4411 F. 956.441.0180
4902 Sinclair Road, San Antonio, TX. 78222 P. 210.648.1600 F. 210.648.1605
www.howlandcompanies.com

WARNING: *BASIS OF BEARING: G.P.S. Tx. South Zone, N.A.D.-27.*

THIS PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. HOWLAND ENGINEERING AND SURVEYING CO., INC. ASSUMES NO RESPONSIBILITY TO LOCATE PIPELINE OR CABLE CROSSINGS. NO CLAIM IS HEREBY MADE REGARDING CURRENT OR ACTUAL SURFACE/MINERAL FEE OWNERSHIP OR LESSOR. THIS DRAWING IS MADE EXCLUSIVELY FOR KIMMERIDGE TEXAS GAS, LLC.

LEGEND
= PAD LINE
= pence LINE
= SURVEY LINE
= CREEK

Revision	Date
1	04-25-25
2	05-07-25
3	
4	
5	

FIELD DATE	BOOK	PAGE(s)
04-15-25	1182	12-13
04-17-25	1182	15
04-21-25	1182	18
04-29-25	1182	26-27
05-01-25	1182	29

DRAWN BY:	L.TREVINO
CHECKED BY:	J.SEGOVIA
JOB No.	26936—25
SHEET:	1 OF 1

S:\data\Howland\SURVEYING DEPARTMENT\Jobs\2025\26936-25\CITY OF LAREDO PERMIT PLAT\26936-25.dwg

Attachment 4:

Drill and complete two (2) horizontally drilled oil and gas wells.

Drilling description:

Needmore-Scibienski D 140H / E 340H Pod

The two wells pad with a surface location north of SH 255 in Survey 1462 Webb County School Land Abstract 502 in Webb County, Texas, will be drilled in the 3rd quarter of 2025 using a rig contracted to Kimmeridge Texas Gas, LLC. The pod will be new construction with new facilities and pipeline infrastructure built as required. The target formation for the 140H well is the Eagle Ford Shale and the 340H is the Austin Chalk. The wells will be batch drilled with the surface section of both wells drilled prior to the intermediate of the 340H and last the production sections of both wells. The wells are estimated to require 22 days to drill to total depth of approximately 30,000' measured depth.

Completion description:

"The completion is designed as a slickwater stimulation with 118 stages per well. The duration of the completion phase will be approximately 47 days."

Needmore 12" Pipeline

The pipeline will connect the Needmore-Scibienski D 140H / E 340H wells and other future wells to an existing 10" KTG gathering system located 2.5 miles Southeast of the well pad. The pipeline starting point is at the well pad which has a surface location north of SH 255 in Survey 1462 Webb County School Land Abstract 502 in Webb County, Texas. The pipeline terminates at an existing 10" gathering pipeline above ground riser at 27°42'36.45"N , 99°41'2.40"W coordinates. The pipeline construction will be performed by a contractor under the supervision of Kimmeridge Texas Gas, LLC. The pipeline will be designed to a maximum operating pressure of 1440psig and buried such that the top of pipe will be 6' below grade on the portion within the Laredo city limits. The pipeline has a 12.75 outside diameter, a .375" wall thickness, and has a fusion

bonded epoxy coating on the pipe exterior for corrosion protection. In addition to the coating, we will install cathodic protection on the pipeline for corrosion prevention. The pipeline will had additional above ground appurtenances for future production facility connections and to facilitate pipeline pigging operations.

See attached Plats and Field Notes labeled Exhibit "A" and "B".

Exhibit 10

Kimmeridge Texas Gas

730 Town & Country Blvd
Suite 400
Houston, Texas 77024
713.600.6000
www.ktgllc.com

The undersigned, on behalf of Kimmeridge Texas Gas, LLC ("KTG"), hereby states as follows:

Pursuant to Section 24.73-4, the following is an inventor}-' of drilling equipment to be utilized for the drilling of the Needmore-Scibienski D 140H and Needmore-Scibienski E 340H wells:

- Rig Type: Tier-1 1500 HP Super-Spec Walking Rig
- Derrick & Hoisting System: Capable of 750,000 lb hookload rating
- Mud System: 7,500 psi fluid system powered by three (3) x 1,600 HP mud pumps
- Top Drive: High-Torque Top Drive
- Engines/Power: Four (4) x Caterpillar 3512 generators
- Blowout Prevention Equipment (BOP Stack):
  - Two (2) x 13-5/8" 10M pipe rams
  - One (1) x 13-5/8" 10M blind ram
  - One (1) x 13-5/8" 5M annular
- Other Necessary Appurtenant Equipment: All ancillary controls, monitoring systems, and equipment necessary for safe and compliant drilling operations.

Signed on this the 22nd day of July, 2025.

KIMMERIDGE TEXA^GAS. LLC

By: _____
Jacob Folz, DrilljjKi Manager

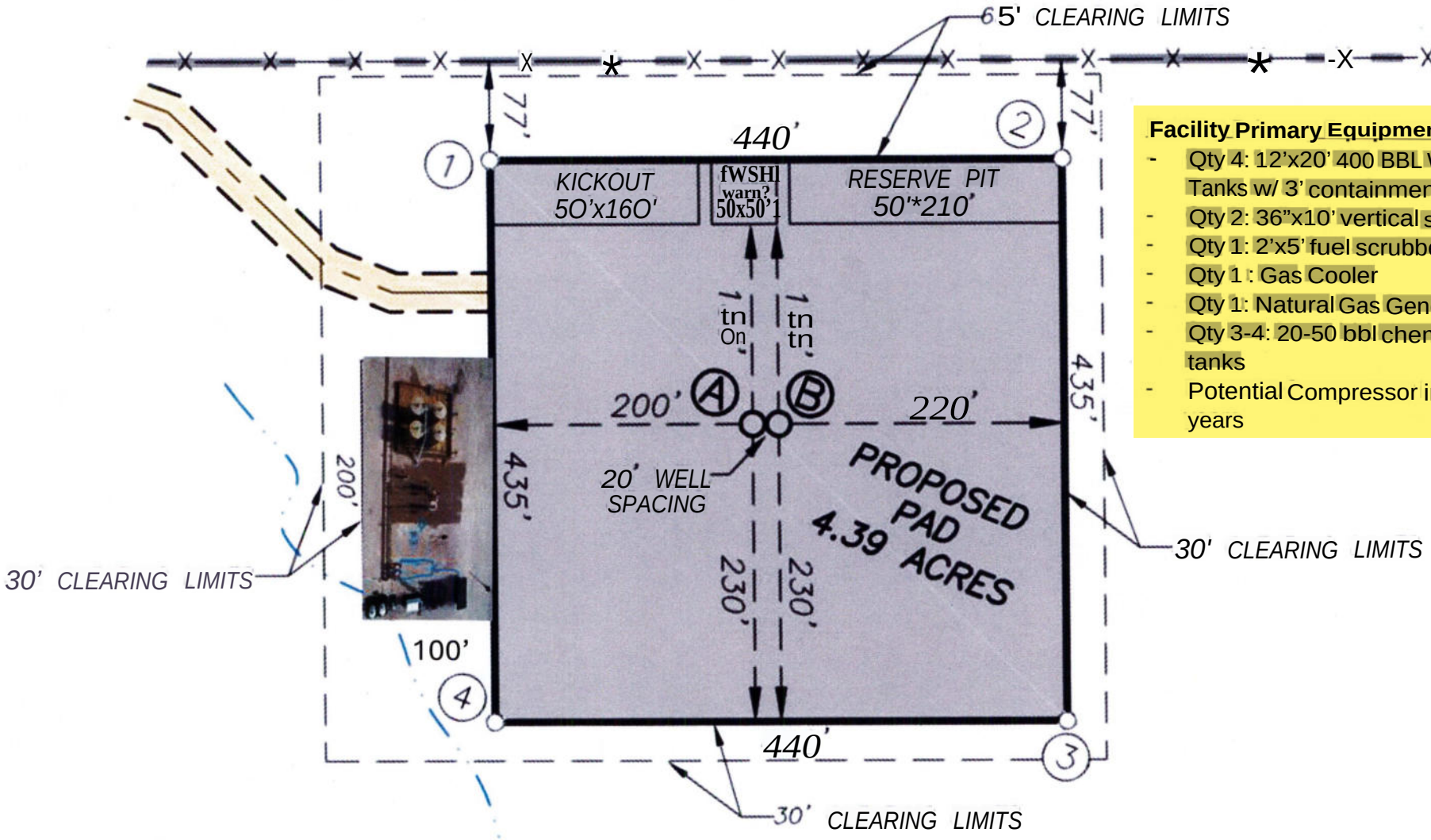
THE STATE OF TEXAS §
COUNTY OF HARRIS §

Subscribed and sworn to before me, by Jacob Folz, Drilling Manager. Kimmeridge Texas Gas, LLC, this ;2;Z-A day of 'Tv/y, 2025, in the capacity stated.

TYLER T. MOODY
Notary Public, State of Texas
Comm. Expires 05-25-2026
Notary ID 131428784

_____
Notary TNjJ^Tic in and for the State of TEXAS

Exhibit 10



Facility Primary Equipment List

- Qty 4: 12'x20' 400 BBL Water Tanks w/ 3' containment wall
- Qty 2: 36"x10' vertical separators
- Qty 1: 2'x5' fuel scrubber
- Qty 1 : Gas Cooler
- Qty 1: Natural Gas Generator
- Qty 3-4: 20-50 bbl chemical tote tanks
- Potential Compressor install in 2 years

Kimmeridge Texas Gas

730 Town & Country Bh d
Suite 400
Houston, Texas 77024
713.600.6000
www.ktgllc.com

June 24. 2025

The undersigned, on behalf of Kimmeridge Texas Gas. LLC ("KTG"), hereby states as follows:

1. KTG agrees to present any evidence to the Laredo City Council, in addition to that which is required under Section 24-73 of the Land Development Code, as may be requested by the City Council.

2. To the best of KTG's belief, the proposed drilling, completion, and production operations can be conducted safely.

3. KTG hereby authorizes the City of Laredo to expend such funds as may be necessary under the direction and advice of the Texas Railroad Commission, under the circumstances, to regain well control.

4. KTG hereby agrees to file with the Office of the Superintendent and/or Planning and Zoning Department the reports required under Section 24-73 of the Land Development Code.

Signed on this the 24 day of June, 2025.

KIMMERIDGE TEXAS GAS, LLC

By: _____
Tannar Sykes, VP – Land & Legal

THE STATE OF TEXAS §
COUNTY OF HARRIS §

Subscribed and sworn to before me. by Tanner Sykes. Vie^TrSsident – Land & Legal. Kimmeridge Texas Gas. LLC. this 24th day of June. 2025. in the capacity stated.

BRITTANY ALEXANDRA THAMES
My Notary ID# 129155607
Expires March 28, 202/

_____
Notary Public in ancfror the State of TEXAS

Exhibit 12

fell:	Needmore Scibienski D 140H	State:	Texas	X Coord:	1608652	Directional:	
e:	Nabors X33	County:	Webb	Y Coord:	750258	MWD:	
PI #:	42-479-45382	GAU#:	396551	RKB:	32.5	Mud:	
FE:	481	Drill Order:	TBD	Grd Lvl:	285	Cement:	
?rmit No:	908348						

Needmore Scibienski D 140H — Kimmeridge Texas

BHA Information

12-1/4" CONDUCTOR

24 - 30	5.5" DP (Delta576)
1	5.5" HWDP (TSDS55)
2	X/O 6-5/8"REG pin, Delta544 box
1	8" NMDC Slick
1	UBHO
1	11-3/4" 3 Blade Spiral Stabilizer
Motor	8-3/8" 7/8 7.0 FBH 1.5° (11-3/4" NBS) (0.18 RPG) (PV FT-003)
Bit	13.5" TBD

Have a backup 8-3/8" 7/8 7.0 FBH 1.5° (11-3/4" NBS) and 8-3/8" 7/8 7.0 FBH 2.00° (Slick)

Confirm BHA with engineer(s) prior to P/U

8-3/4" VERTICAL / CURVE

1	5.5" TSDS55 x 5.875" Delta576
1	Drill n Ream
1	(1) Joint of 5.5" DP (TSDS55)
1	Float Sub
Motor	7" 5/6 8.6 w/ 8.25" NBS
1	RlpStkk
1	Filler Sub
1	NMPC
1	8.5" NM Spiral Stab
1	NMDC
1	HF Shockmiser
RSS	PD Orbit w/ 8.5" stab
Bit	8.75" TBD (TFA: 0.664)

6.0" LATERAL

Drilling Parameters

TD RPM:	50 - 100 RPM
Max WOB:	80 klbs
Max ROP:	1500 ft/hr
Max Torque:	< 38K ft-lbs
Max DiffP:	1,550 psi
Flow Rate:	900GPM

Confirm DAS Optimization Mode Parameters per DAS Roadmap

TD RPM:	50 - 80 RPM
Max WOB:	75 klbs
Max ROP:	500 ft/hr
Max Torque:	< 38K ft-lbs
Max DiffP:	1,635 psi
Flow Rate:	650 - 750 GPM

TD RPM:	0 - 30 RPM
Max WOB:	75 klbs
Max ROP:	500 ft/hr
Max Torque:	< 38K ft-lbs
Max DiffP:	1,635 psi
Flow Rate:	650 - 750 GPM

TD RPM:	70 - 80 RPM
Max WOB:	75 klbs
Max ROP:	500 ft/hr
Max Torque:	< 38K ft-lbs
Max DiffP:	1,635 psi
Flow Rate:	650 - 750 GPM

Utilize DAS DiffP and Temp Derating
Confirm DAS Optimization Mode Parameters per DAS Roadmap

Formation Tops

MD	TVD	
1,900' MD	1,900' TVD	GAU
1,000' - 1,600'	1,000' - 1,600'	Carrizo
3,585' MD	3,577' TVD	Lobo 6
3,847' MD	3,838' TVD	Lobo 6 Base
4,682' MD	4,667' TVD	Navarro
4,702' MD	4,687' TVD	Navarro Base
4,929' MD	4,910' TVD	Escondido 3
5,084' MD	5,061' TVD	Escondido 3 Base
5,992' MD	5,946' TVD	Olmos
7,212' MD	7,127' TVD	Olmos B
7,808' MD	7,705' TVD	Olmos C
8,590' MD	8,467' TVD	San Miguel
8,697' MD	8,573' TVD	San Miguel Base
9,583' MD	9,454' TVD	Anacacho
10,124' MD	9,906' TVD	Austin Chalk
10,675' MD	10,415' TVD	Lower Eagleford

NORTH

NEEDMORE - SCIBIENSKI D 140H 2025 NEEDMORE - SCIBIENSKI E J40H

WELL LAYOUT

Casing and Cement Design

Cellar Dimension: 8' x 8'
Conductor: 20" at 120'

Top of Lead: Surface
Top of Tail: 3160' MD

10 3/4" Shoe: 3,950' MD

Expected FIT: 14.5 ppg EMW

KOP Curve: 9929' MD

EOC: 10,975' MD Curve built on Catenary DLS

DLAT: 19,316' MD
TD: 30,291' MD
BHCT at TD: 330° F

Mud

Surface Hole - Fresh Water

Density (ppg):	8.4-9.5
PV (cP):	1-3
YP (lb/100ft2):	1-3
LGS %:	<6%
pH:	6.5 - 7.0
FV:	28-32

Pre-Treat with 6 x 5 gal soap and 1.0 ppb SAPP; 4 sks SAPP / 5 stds; 3 soap and 2 SAPP sticks per stand

Drilling Treatment

4 sks SAPP / 5 stands drilled
Walnut and lawdust sweeps every other stand

Production Hole - OBM (Clay Free)

Density (ppg):	11.5-13.5
PV (cP):	20-25
YP (lb/100ft2):	>10
LGS %:	<8%
HTHP	< 10
ES:	>600
OWR:	75/25

LCM Treatment

Refer to Pre-Spud Handout

Adjust volume and concentrations accordingly. Verify concentrations with down hole tool providers.

Weight up Schedule

Drill Out	11.5
Tangent	11.5-12.0
Curve	12.0-13.0
Lateral (TD)	13.0-13.5

Cement

Surface Cement to Surface

System:	Spacer	Lead	Tail	Dis
Fluid:	H20	ECONOCEM	HALCEM	FV
Volume (bbl):	50			
Density (ppg):	8.3	12	15	8.
Yield (ft3/sk):	n/a	1.92	1.06	
Mix H20 (gal/sk):	n/a	11.02	5.06	

100% Excess Lead / 30% Excess Tail

Surface Lead Cement

ECONOCEM Cement

Top of Lead: Surface

Surface Tail Cement

HALCEM Cement lbs/
Tail Fill: 790' MD lb/<
Top of Tail: 3,160' MD

Displace with fresh water

Production Hole

System:	Tuned		Primary	Dis
Fluid:	Spacer		THERMACEM	NaC
Volume (bbl):	75	n/a		
Density (ppg):	14.5	n/a	14.8	10.1
Yield (ft3/sk):	n/a	n/a	1.337	
Mix H20 (gal/sk):	n/a	n/a	5.7	

20% Excess on Primary Cement / TOC 2,000' inside casing

Primary Cement

THERMACEM lb/s
HR-12 2 %
Estimated TOC: 1,950' MD

Displace first 5 bbls with HR-25 treated water (Retarder Water), drop plug, displace 35 bbls HR-25 treated water, remaining displacement with 10.0# N< brine (with biocide). Rupture disc/plug and overdisplace by 15 bbl

Wellhead and Casing Information

Casing	Length (from KB)	OD	Weight	Grade	Connection	Minimum MUT ft*lbs	Optimum MUT ft*lbs	Max MUT ft-lbs	Max Operating Toroue ft*lbs	ID	Tensile kips	Collapse psi	Burst psi	Shoetrack # of jts	Centralizers	Necessary Equipment/Personnel
Conductor	120'	20"			Welded					19.25				N/A	N/A	N/A
Surface	3,950	10 3/4"	45.5#	J55	BTC			Triangle		9.950	715	2,090	3,580	2	Bowspring every other joint to surface (Rig Bid)	CRT
Production (Top)	Surface - 7,000'	5 1/2"	23<	VA-XP-P110	TEC-LOCK WEDGE (TLW)	15,100	18,800	41,100	41,100	4.67	729	15,650	15,770	-	One single piece bow centralizer every other jt from shoe to 2,000' inside Surface Csg (Eagle Ford / Olmos)	CRT / Torque Turn / Thread Rep
Production (Bottom)	7,000' - 30,291'	5 1/2"	23#	VA-EP-P110	TEC-LOCK WEDGE (TLW)	16,600	20,700	44,700	44,700	4.67	759	16,350	16,510	Wetshoe (TLW)	One single piece bow centralizer every other jt from shoe to 2,000' inside Surface Csg (Eagle Ford / Olmos)	CRT / Torque Turn / Thread Rep

Floatation Sub	(Arsenal) 5-1/2" 23# STANDARD body with TLW connection and 8,500 psi Burst Disk. Placed at the base of the curve.
Marker Joints	First marker joint run 4 joints back from wet shoe (175' back)
	Second marker joint placed 2 joints above the floatation sub.
Wetshoe Plug	Arsenal Wetshoe Displacement Plug - 5.5" x 3.75" Dual Latch-In with 2,500 psi Burst Rating

Wellhead Data	
Type	Cactus CTF-Q
Casing Head	9-5/8" 5M
Mandrel Hanger	Stainless Steel Solid Body with Tec-Lock Wedge
Tubing Head	11" 5Kx 5-1/8" 15M FFTrim
BPV	4-13/16" Type H

rawn By: Jason Argueta | Date: 7/22/2025 | Version: 1 | Well Plan Version:

Needmore Scibienski E 340H

Kimmeridge Texas C

	Needmore Scibienski E 340H	State:	Texas	X Coord:	1,608,671	Directional:	
	Nabors X33	County:	Webb	Y Coord:	750,266	MWD:	
	42-479-45383	GAU#	396551	RKB:	32.50	Mud:	
	482	Drill Order:	TBD	Grd Lvl:	285	Cement:	
mit No:	908350						

BHA Information

	5.5" DP (Delta576)	
24 - 30	5.5" HWDP (TSDS55)	
2	8" NMDC Slick	
1	UBHO	
1	8" Shock Sub (6-5/8 Reg)	
1	17" Straight Blade Stabilizer	
Motor	1.50° 9-5/8" x 8-3/4" 7/8 7.0 FBH with 1/2" UG NBS (0.18 RPG) with float	
Bit	17.5" TBD (6 x 12s; TFA: 0.66)	
	5.875" DP (Delta576)	
24 - 30	5.5" HWDP (GPDS55)	
	Float Sub, UBHO XF, (2) 8" NMDC Slick	
1	Roller Reamer	
Motor	8-3/4" 7/8 7.0	
1	12-1/8" NM Spiral Stabilizer	
1	Filter Sub	
RSS	PD Orbit 900	
Bit	12.25" TBD (6 X 14s; TFA 0.9)	
1	5.5" TSDS55 x 5.875" Delta576	
1	Drill n Ream	
1	(1) Joint of 5.5" DP (TSDS55)	
1	Float Sub	
Motor	7" 5/6 8.6 w/ 8.25" NBS	
1	RipStick	
1	Filter Sub	
1	NMPC	
1	8.5" NM Spiral Stab	
1	NMDC	
1	HF Shockmiser	
RSS	PD Orbit w/ 8.5" stab	
Bit	8.75" TBD (TFA: 0.664)	
1	5.5" TSDS55 x 5.875" Delta576	
1	Drill n Ream	
1	(1) Joint of 5.5" DP (TSDS55)	
1	Float Sub	
Motor	7" 5/6 8.6 w/ 8.25" NBS	
1	RipStick	
1	Filler Sub	
1	NMPC	
1	8.5" NM Spiral Stab	
1	NMDC	
1	HF Shockmiser	
RSS	Orbit G2w/ 8.5" stab	
Bit	8.75" TBD (TFA: 0.664)	

RSS Options to have on location
AEP - PD/G2 Orbit
Learn - Revo

Drilling Parameters

TDRPM:	50 - 80 RPM
Max WOB:	20 - 40 lbs
Max ROP:	200 - 500 ft/hr
Max Torque:	<38Kft-lbs
Max DiffP:	1,600 psi
Flow Rate:	900 - 1,000 GPM
	Confirm DAS Optimization Mode Parameters per DAS Roadmap
TDRPM:	50 - 100 RPM
Max WOB:	75 klbs
Max ROP:	1,000 ft/hr
Max Torque:	<38Kft-lbs
Max DiffP:	1,600 psi
Flow Rate:	900 - 1,000 GPM
	Confirm DAS Optimization Mode Parameters per DAS Roadmap
TDRPM:	50 - 70 RPM
Max WOB:	65K lbs
Max ROP:	1,000 ft/hr
Max Torque:	<38Kft-lbs
Max DiffP:	1,200 psi
Flow Rate:	600 - 700 GPM
	Confirm DAS Optimization Mode Parameters per DAS Roadmap
TDRPM:	0 - 30 RPM
Max WOB:	65 klbs
Max ROP:	500 ft/hr
Max Torque:	<38Kft-lbs
Max DiffP:	800 psi
Flow Rate:	600 - 700 GPM
	Confirm DAS Optimization Mode Parameters per DAS Roadmap
TDRPM:	50 - 100 RPM
Max WOB:	65 klbs
Max ROP:	750 ft/hr
Max Torque:	<38Kft-lbs
Max DiffP:	Auto Diff Derate
Flow Rate:	600 - 700 GPM
	Utilize Pason DiffP Derating
	Confirm DAS Optimization Mode Parameters per DAS Roadmap

Formation Tops

MD	TVD	
1,900' MD	1,900' TVD	GAU
3,847' MD	3,838' TVD	Lobo 6 Base
4,682' MD	4,667' TVD	Navarro
4,702' MD	4,687' TVD	Navarro Base
4,929' MD	4,910' TVD	Escondido 3
5,084' MD	5,061' TVD	Escondido 3 Base
5,992' MD	5,946' TVD	Olmos
8,590' MD	8,467' TVD	San Miguel
8,697' MD	8,573' TVD	San Miguel Base
9,583' MD	9,454' TVD	Anacacho
10,124' MD	9,906' TVD	Austin Chalk

7

NEEDMORE- SCIBIENSKI D 14^20^ NEEDMORE - SCIBIENSKI 540h

WELL LAYOUT

Casing and Cement Design

Cellar Dimension: 8' x 8'
Conductor: 20" at 120'

Surface Casing Cement Tops
Top of Lead: Surface
Top of Tail: 1,600' MD

Surface Casing MUST be set 0'-200' below GAU unless exception granted

13 3/8" Shoe: 2,000' MD
Expected FIT: 13.5 ppg EMW

Intermediate Casing Cement Tops
Top of Lead: Surface
Top of Tail: 8,025' MD

9 5/8" Shoe: 9,025' MD
Expected FIT: 17.5 ppg EMW

Production Casing Cement Tops
Top of Tail: 7,025' MD

KOP: 9,440' MD

LP: 10,486' MD Curve on Catenary

DLAT: 19,262' MD
TD: 29,748' MD
BHCT at TD: 330° F

Drilling Fluids Program

Surface Section - Fresh Water/ WBM

Density (ppg):	8.4
PV(cP):	1-3
YP(lb/100ft2):	1-3
LGS%:	<6%
pH:	6.5 - 7.0
FV:	28-32

Pre-Treat with 64x 5 gal soap and 1.0 ppb SAPP; 4 sks SAPP / 5 stds; 3 soap and 2 SAPP sticks per stand

Drilling Treatment

4 sks SAPP / 5 stands drilled
Walnut and sawdust sweeps every other stand

Intermediate Hole - OBM (Clay Free)

Density (ppg):	10.0 - 10.5
PV(cP):	20-25
YP(lb/100ft2):	>9
LGS%:	<8%
HTHP	< 15
ES:	>600
OWR:	75/25

Production Section - OBM (Clay Free)

Density (ppg):	14.0-15.5
PV (cP):	18-35
YP(lb/100ft2):	>10
LGS%:	<8%
HTHP	<15
FV:	48-55
ES:	> 500
OWR:	75/25

LCM Treatment
Refer to Pre-Spud Handout
Adjust volumes and concentrations accordingly. Verify concentrations with down hole tool providers.

WeightUB Sche dule (Production)

Drill Out	14.0
Intermediate	14.0
Curve (Drill out)	14.0
Lateral (TD)	14.0-15.5

Solids Control
Reclaim fluids as much as possible in the int
Run centrifuge at low feed rate in curve / lateral to manage LGS, do not reclaim fluids in the Lateral.

Cement Program

Surface Section

System:	Spacer	Lead	Tail	Displaceme
Fluid:	H20	EXTANDACEM	HALCEM	Freshwate
Volume (bbl):	50			
Density (ppg):	8.3	12.0	15.0	8.3
Yield (ft3/sk):	n/a	1.92	1.06	
Mix H20 (gal/sk):	n/a	11.02	5.06	

30% Excess Tail / 300' Fill Tail 100% Excess Lead

Surface Lead Cement

EXTENDACEM Cement

Top of Lead: Surface

Surface Tail Cement

HALCEM Cement lb/sk
Tail Fill: 400' MD
Top of Tail: 1,600' MD

Displace with fresh water

Intermediate Section

System:	Tuned	Lead	Tail	Displaceme
Fluid:	Spacer	NEOCEM	THERMACEM	Freshwate
Volume (bbl):	50			
Density (ppg):	12	12	16.0	8.3
Yield (ft3/sk):	n/a	1.51	1.48	
Mix H20 (gal/sk):	n/a	7.14	5.85	

30% Excess Tail / 1,000' Fill Tail / 30% Excess Lead

Lead Cement

NEOCEM lb/sk
Estimated TOL: Surface

Tail Cement

THERMACEM lb/sk
Estimated TOT: 8,025' MD n/a

Displace with fresh water

Production Section

System:	Tuned		Primary	Displaceme
Fluid:	Spacer		THERMACEM	NaCL
Volume (bbl):	75	n/a		
Density (ppg):	16	n/a	16.0	10.0
Yield (ft3/sk):	n/a	n/a	1.48	
Mix H20 (gal/sk):	n/a	n/a	5.85	

20% Excess on Primary Cement / TOC 2,000' inside casing

Primary Cement

THERMACEM lb/sk
HR-12 2 %
Estimated TOC: 7,025' MD

Displace first 5 bbls with HR-25 treated water (Retarder Water), drop plug, displace 35 bbl 25 treated water, remaining displacement with 10.0# NaCL brine (with biocide). Ruptur disc/plug and overdisplace by 15 bbl

Casing Information

Casing	Length (from KB)	OD	Weight	Grade	Connection	Minimum MUT ftlbs	Optimum MUT ftlbs	Max MUT ftlbs	Max Operating Torque ftlbs	ID	Tensile kips	Collapse psi	Burst Psi	Shoetrack ft of jts
Conductor	120'	20"			Welded				N/A	19.25				N/A
Surface	2,000	13 3/8"	68#	J55	BTC			Triangle		12.415	1,069	1,950	3,450	2
Intermediate	9,025	9 5/8"	40#	P110HC	BTC			Triangle		8.835	1,260	4,230	7,910	2
Production (Top)	Surface - 7,000'	5 1/2"	23#	VA-XP-P110	TEC-LOCK WEDGE (TLW)	15,100	18,800	41,100	41,100	4.67	729	15,650	15,770	-
oduction (Bottom)	7,000' - 31,845'	5 1/2"	23#	VA-EP-P110	TEC-LOCK WEDGE (TLW)	16,600	20,700	44,700	44,700	4.67	759	16,350	16,510	Wetshoe (TLW)

	Centralizers	Necessary Equipment/Personnel
	N/A	N/A
Surface	Bowspring every other joint to surface (Rig Bid)	CRT
Intermediate	Bowspring every other joint to surface (Rig Bid)	CRT
Production (Top)	One solid body centralizer every other joint from BOC to 2,000' inside Int Csg (Eagle Ford)	CRT / Torque Turn / Thread Rep
oduction (Bottom)	One solid body centralizer every other joint from BOC to 2,000' inside Int Csg (Eagle Ford)	CRT / Torque Turn / Thread Rep

Floatation Sub	(Arsenal) 5-1/2" 23# STANDARD body with TLW connection and 8,500 psi Burst Disk. Placed at the base of the curve.
Marker Joints	First marker joint run 4 joints back from wet shoe (175' back). Second marker joint placed 2 joints above the floatation sub.
Wetshoe Plug	Arsenal Wetshoe Displacement Plug - 5.5" x 3.75" Dual Latch-In with 2,500 psi Burst Rating

Wellhead Data

Type	Cactus MBU-T-CFL SafeDrill
Casing Head	13-3/8" 10M with 3-1/8" surface & 3-1/16" intermediate valve
Mandrel Hanger	Inconel Solid Body with Tec-Lock Wedge (TLW)
Tubing Head	11" 10Kx 5-1/8" 15K FFTrim
BPV	4-13/16" Type H

wers By: Jason Argueta Date: 7/22/2025 Version: 1 Well Plan Version:


ZC-060-2025
ATTENTION
PROPOSED (Oil & Gas)
SPECIAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613
WARNING
UNDER TEXAS LAW
(Chapter 75A, Civil Practice & Law Remedies Code)
An Agritourism Entity Is Not Liable For Any Injury To Or Death Of An Agritourism Participant Resulting From An Agritourism Activity.
ZC-059-2025
ATTENTION
PROPOSED (Oil & Gas)
SPECIAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR OIL AND/OR GAS EXTRACTIONS (WELL SITE A) ON APPROXIMATELY 4.39 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN "EXHIBIT 1", LOCATED NORTH OF STATE HIGHWAY 255 AND EAST OF FM 1472; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for oil and/or gas extractions (well site A) on approximately 4.39 acres, as further described by metes and bounds in "Exhibit 1", located north of State Highway 255 and east of FM 1472; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on August 21, 2025; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Special Use Permit; and,

WHEREAS, notice of the Special Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on September 15, 2025, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit (SUP) for oil and/or gas extractions (well site A) on approximately 4.39 acres, as further described by metes and bounds in "Exhibit 1", located north of State Highway 255 and east of FM 1472.

Section 2: The Special Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The Special Use Permit is issued to Kimmeridge Texas Gas, LLC, and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted to site plan, as per Exhibit "1", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the drilling procedure description, Exhibit "10", which is made part hereof for all purposes.
4. The Special Use Permit must abide by statements in letter, Exhibit "11", which is made part of hereof for all purposes.
5. The Special Use Permit shall comply with all fire code requirements including the location and treatment of the premises.
6. The Special Use Permit shall comply with all rules and regulations of the Laredo Land Development Code, Section 24-73: Oil and Gas Extraction & Production Specific Use Zoning Overlay District and Permit Requirements.
7. The Special Use Permit shall be subject to an annual inspection.
8. The use authorized by the special use permit is required to abide by all relevant municipal codes.

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 9/15/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 6.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for oil and/or gas extractions (well site B) on approximately 4.39 acres, as further described by metes and bounds in “Exhibit 1”, located north of State Highway 255 and east of FM 1472.

The Planning and Zoning Commission recommended approval of the proposed special use permit and staff supports the application.

ZC-060-2025
District VII

Council District: District 7 **Zone Case:** ZC-060-2025

Letters sent to property owners: 5

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the special use permit.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-060-2025 – Comprehensive Plan Alignment

Location: Approximately 4.39 acres north of SH 255 and east of FM 1472

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1. Level of Alignment

☑ **Moderate** – Indirectly supports or contributes to the intent of a verbatim goal or policy from the Viva Laredo Comprehensive Plan.

---

2. Supporting Goal(s)/Policy(ies)

Policy 6.1.5

"Encourage economic growth through strategic infrastructure investments and land use planning that supports industrial development."
— Page 6.20, *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The proposed oil and gas extraction site is located in an area designated on the Future Land Use Map as Light Industrial and, in part, Heavy Industrial. The special use permit facilitates industrial activity without a rezoning, supporting the policy's call for strategic land use planning for industrial growth.

Policy 3.1.2

"Protect natural and man-made infrastructure by planning development away from hazard-prone areas and ensuring compatibility of uses."
— Page 3.14, *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
While oil and gas operations can pose risks, the site is surrounded by undeveloped land and is not within 600 feet of any school, hospital, church, or public building, nor within 400 feet of any residence. This spatial buffer supports compatibility and reduced risk, consistent with this policy.

Goal 9.1

"Promote a well-balanced land use pattern that supports a sustainable mix of uses."
— Page 9.33, *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The use of a special use permit (SUP) instead of a zoning change allows industrial development within an existing M-1 Light Manufacturing District, preserving broader land use balance while enabling specific case-by-case review.

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3. Summary of Alignment

The proposal to authorize a Special Use Permit for oil and/or gas extraction at Well Site B (340H) demonstrates a **Moderate** level of alignment with the Viva Laredo Comprehensive Plan. The site lies within an area largely designated for **industrial use**, and the SUP mechanism allows for individual scrutiny to ensure that potential environmental, safety, and compatibility issues are addressed. This approach aligns with:

- **Policy 6.1.5**, by supporting economic and industrial development;
- **Policy 3.1.2**, by minimizing proximity to vulnerable land uses;
- **Goal 9.1**, by preserving overall land use balance through the SUP rather than rezoning.

The proposal also aligns with broader planning themes of **economic development**, **land use compatibility**, and **strategic infrastructure utilization**. However, the lack of specific goals or policies regarding extractive industries and the inherent environmental risks limit the case for **Strong** alignment.

---

4. Additional Requirements

All cited goals and policies are quoted verbatim from the *Viva Laredo City of Laredo Comprehensive Plan*. While the proposal indirectly supports industrial development and land use compatibility, the absence of a direct policy on oil and gas extraction and the need for special conditions justify a **Moderate** alignment rating.

City Council-Regular Meeting

Date: 9/15/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Needmore Dolores, LLC, Owner; Kimmeridge Texas Gas, LLC, Applicant; Rafael Reniu, Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for oil and/or gas extractions (well site A) on approximately 4.39 acres, as further described by metes and bounds in "Exhibit 1", located north of State Highway 255 and east of FM 1472).

The Planning and Zoning Commission recommended **approval** of the proposed special use permit and staff **supports** the application.

ZC-060-2025
District VII

PREVIOUS COUNCIL ACTION
On April 2, 2024, the City Council approved Ordinance 2024-O-042, which annexed approximately 303.02 acres. This includes the area of the location of both wells.

BACKGROUND

Council District: VII – CM. Vanessa Perez

Proposed use: The proposed use is an oil and/or gas extractions (Well Site B – 340H).

Site: The site is currently vacant undeveloped land.

Minimum Zoning District Required for Proposed Use: AG (Agricultural District) with a special use permit.

Current Zoning District: M-1 (Light Manufacturing District)

Surrounding land uses: To the north, east, south, and west of the site is predominantly vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes a large portion of the area as Light Industrial and a smaller portion of the area as Heavy Industrial.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies State Highway 255 as an Expressway.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 5 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the special use permit.

STAFF RECOMMENDATION

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects, such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for Oil and Gas Extraction & Production as per Section 24-73. The property is in a M-1 (Light Manufacturing District) zoning district.

Staff **supports** the proposed special use permit for the following reasons:

1. The intent of the special use permit is to drill and extract oil and/or gas.

2. No school, hospital, church, nor public building is located within six hundred (600) feet of the proposed wellhead.

3. No residence is located within four hundred (400) feet of the site.

4. The proposed special use permit is not anticipated to have a negative impact in the surrounding area.

General Comments:
1. Any use allowed under the current zone or proposed special use permit is required to abide by all relevant municipal codes.

If approved, Staff suggest the following conditions:

1. The Special Use Permit is issued to Kimmeridge Texas Gas, LLC, and may only be transferred upon application to and with the express permission of the City Council.

2. The Special Use Permit is restricted to site plan, as per Exhibit “1”, which is made part hereof for all purposes.

3. The Special Use Permit is restricted to the drilling procedure description, Exhibit “10”, which is made part hereof for all purposes.

4. The Special Use Permit must abide by statements in letter, Exhibit “11”, which is made part of hereof for all purposes.

5.The Special Use Permit shall comply with all fire code requirements including the location and treatment of the premises.

6. The Special Use Permit shall comply with all rules and regulations of the Laredo Land Development Code, Section 24-73: Oil and Gas Extraction & Production Specific Use Zoning Overlay District and Permit Requirements.

7. The Special Use Permit shall be subject to an annual inspection.

8. The use authorized by the special use permit is required to abide by all relevant municipal codes.

IMPACT ANALYSIS

Is this change contrary to the established land use pattern?
Yes. The site is surrounded vacant undeveloped land.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The zoning will not change.

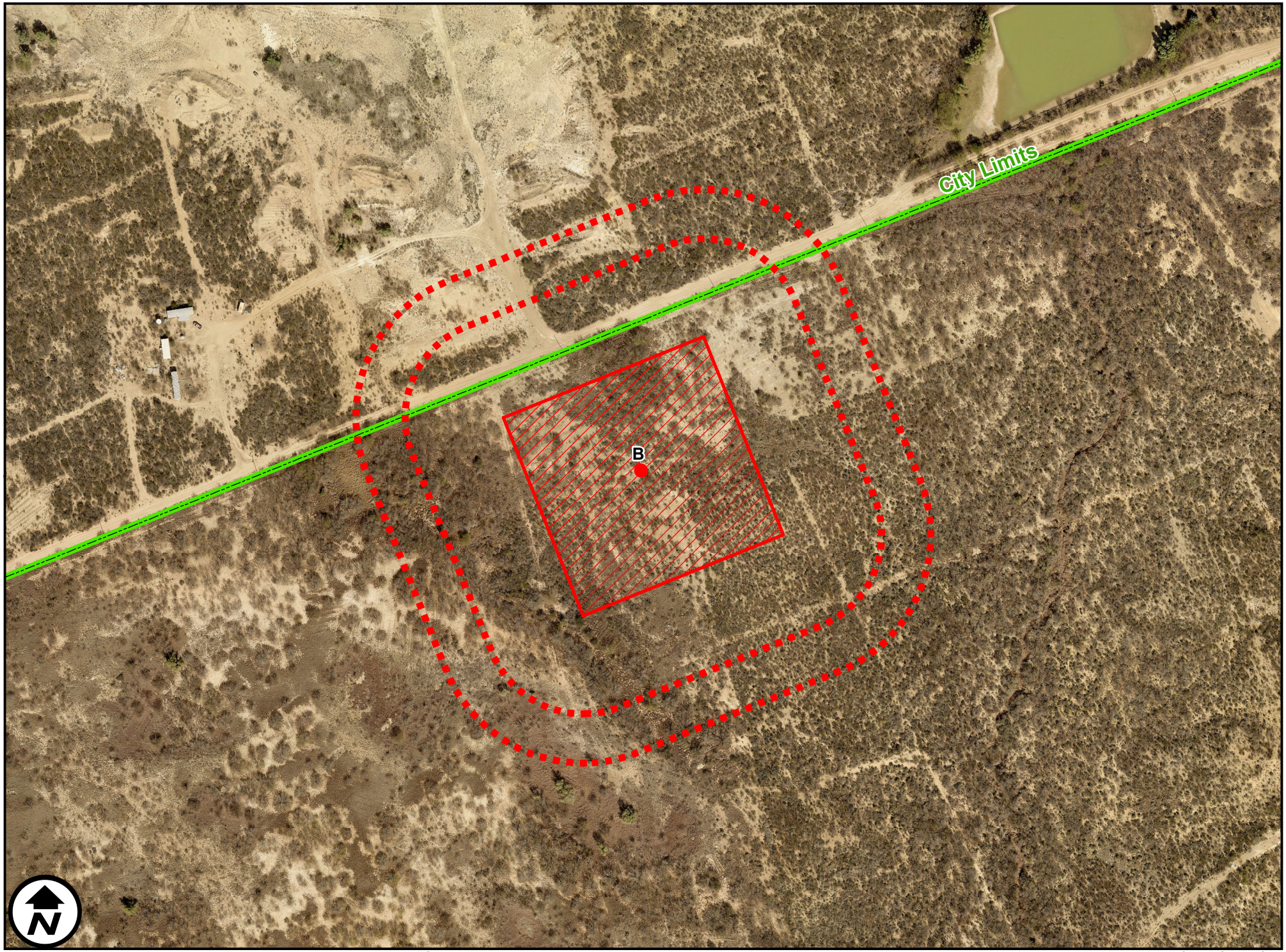
Will change adversely influence living conditions in the neighborhood?

No, the proposed use is not anticipated to have a negative impact in the surrounding neighborhood since the proposed site is surrounded by raw land.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The underlying zone requires the special use permit overlay to allow for an oil and/or gas extractions (well site A – 140H).

Attachments:

Comp Plan Alignment
Maps
Pad Site
R.R.C. W-1
R.R.C. Drilling Permit
FAA
Insurance Certificate
Bonds
IBWC
Proposed Surface Use Plat
Narrative – Drilling Depths
Drilling Inventory
Statements
Cementing & Mud Program
Zone Change Signage
Draft Ordinance

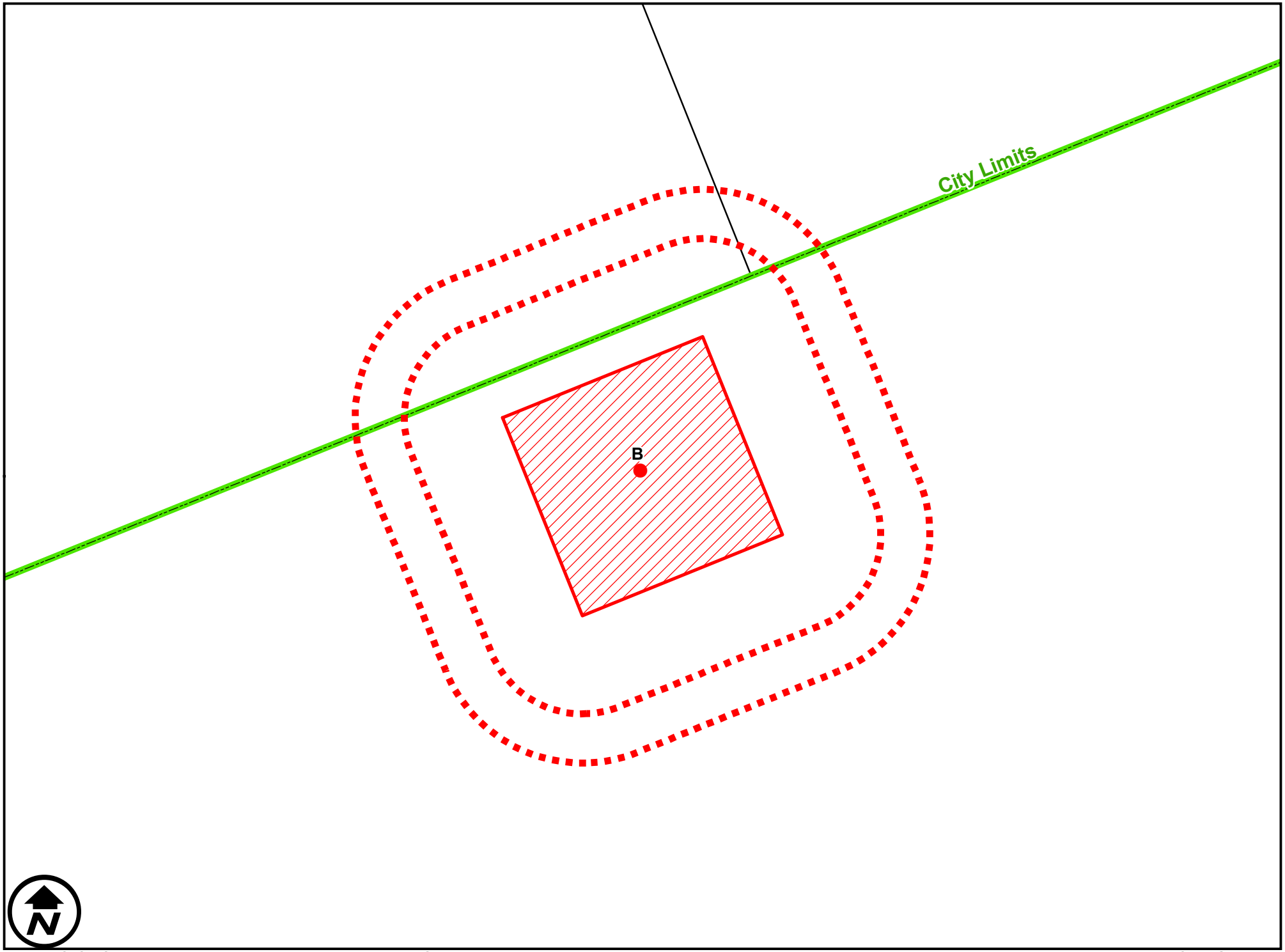


AERIAL MAP

1 inch = 250 feet

ZC-060-2025
COUNCIL DISTRICT 7
NORTH OF STATE HIGHWAY 255 AND EAST OF FM 1472

APPLICATION F
M-1 (LIGHT MANUFACTURING DISTRICT)
S.U.P FOR OIL AND/OR GAS EXTRACTIONS (WELL "B" SITE)

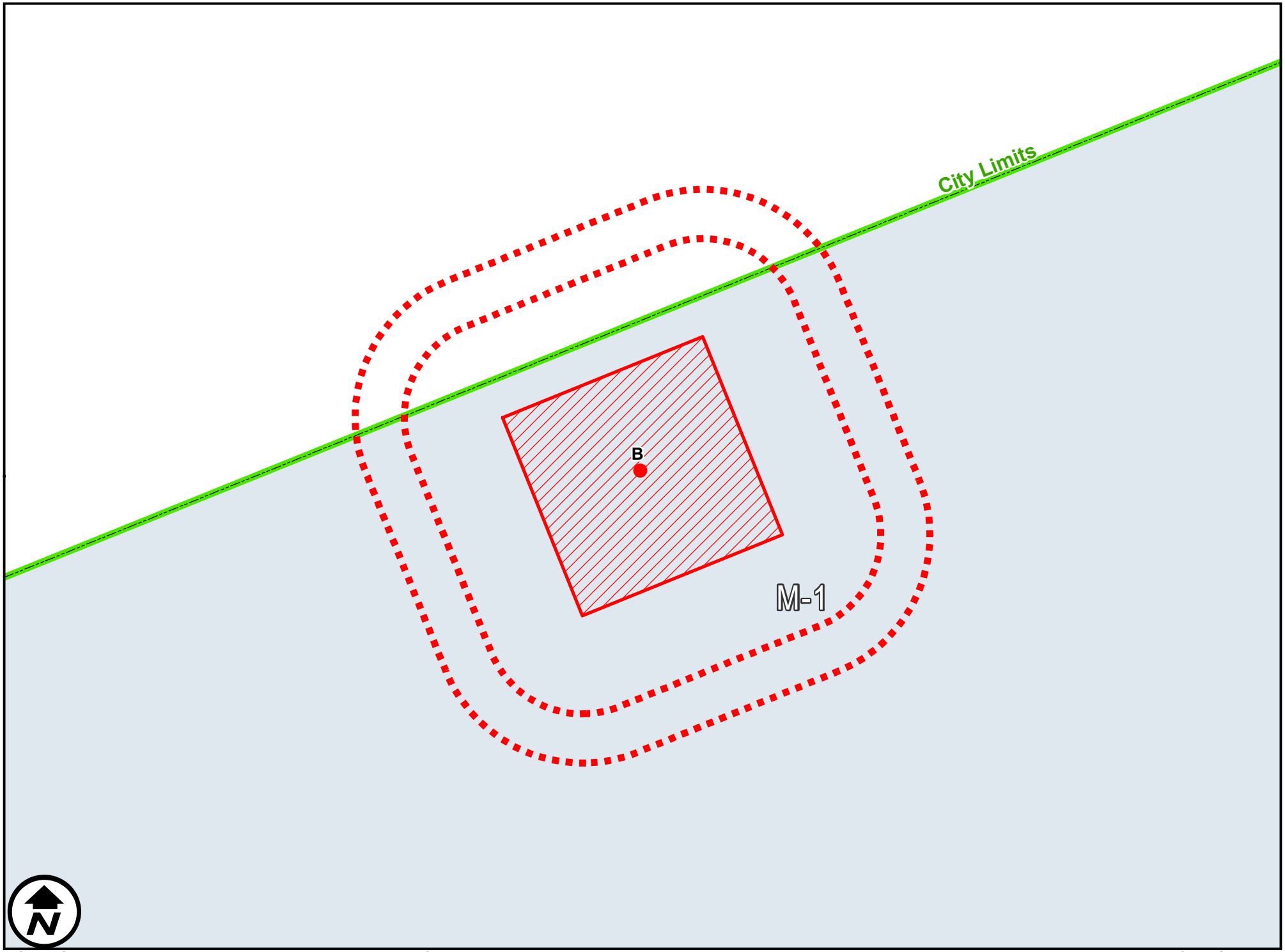


DIMENSIONS MAP

1 inch = 250 feet

ZC-060-2025
COUNCIL DISTRICT 7
NORTH OF STATE HIGHWAY 255 AND EAST OF FM 1472

APPLICATION F
M-1 (LIGHT MANUFACTURING DISTRICT)
S.U.P FOR OIL AND/OR GAS EXTRACTIONS (WELL "B" SITE)

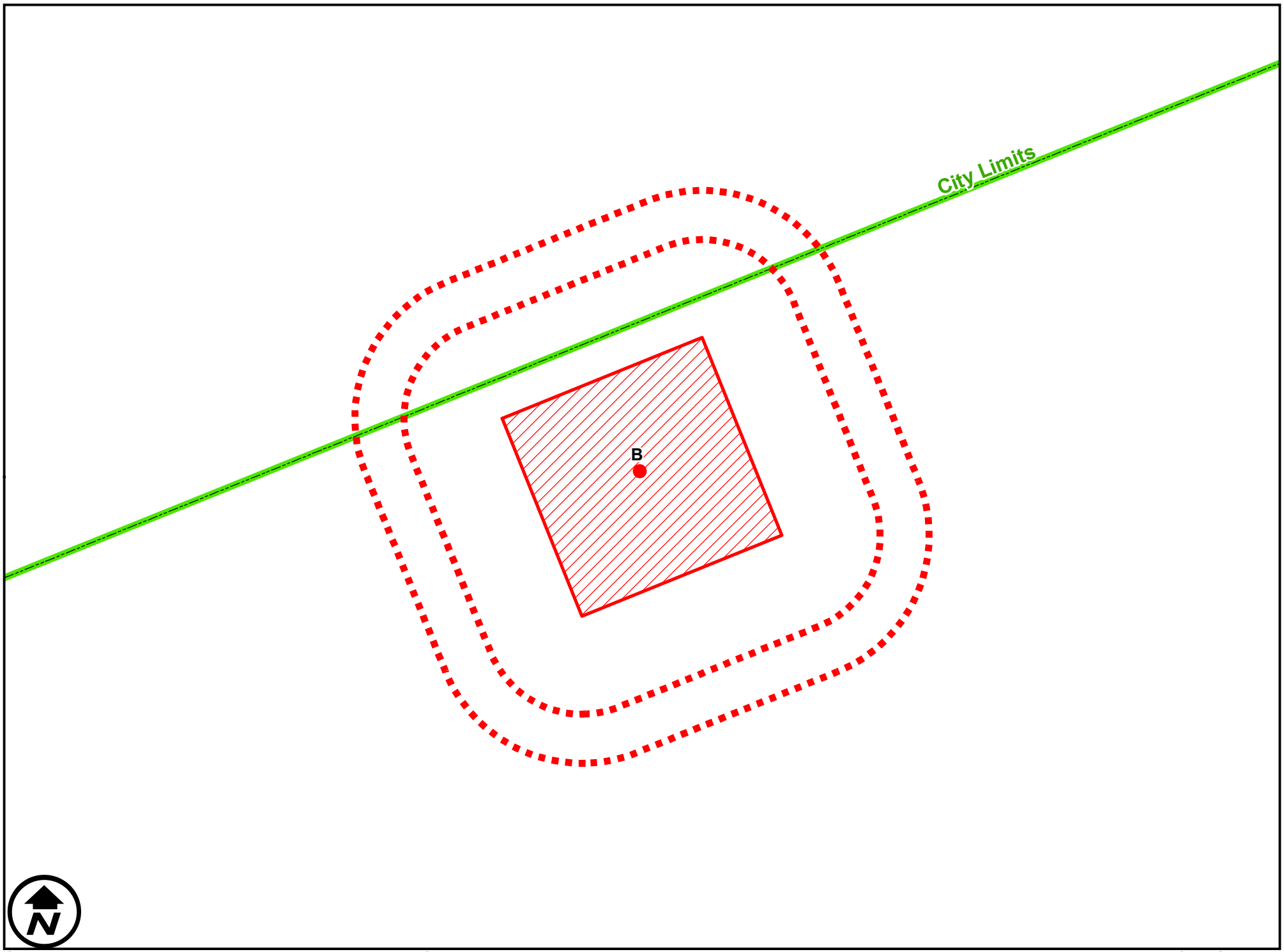


ZONING MAP

1 inch = 250 feet

ZC-060-2025
COUNCIL DISTRICT 7
NORTH OF STATE HIGHWAY 255 AND EAST OF FM 1472

APPLICATION F
M-1 (LIGHT MANUFACTURING DISTRICT)
S.U.P FOR OIL AND/OR GAS EXTRACTIONS (WELL "B" SITE)

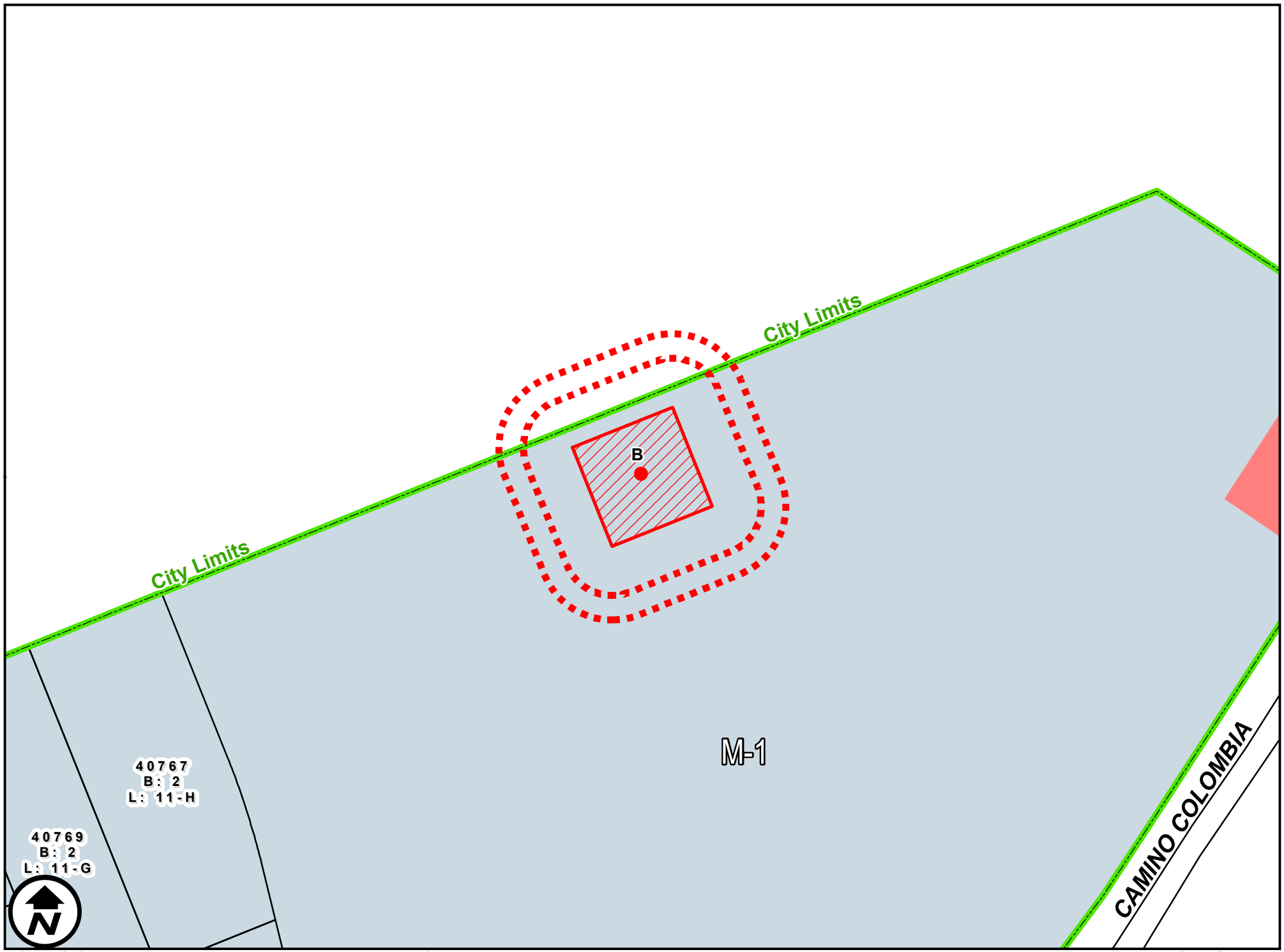


SURVEY MAP

1 inch = 250 feet

ZC-060-2025
COUNCIL DISTRICT 7
NORTH OF STATE HIGHWAY 255 AND EAST OF FM 1472

APPLICATION F
M-1 (LIGHT MANUFACTURING DISTRICT)
S.U.P FOR OIL AND/OR GAS EXTRACTIONS (WELL "B" SITE)

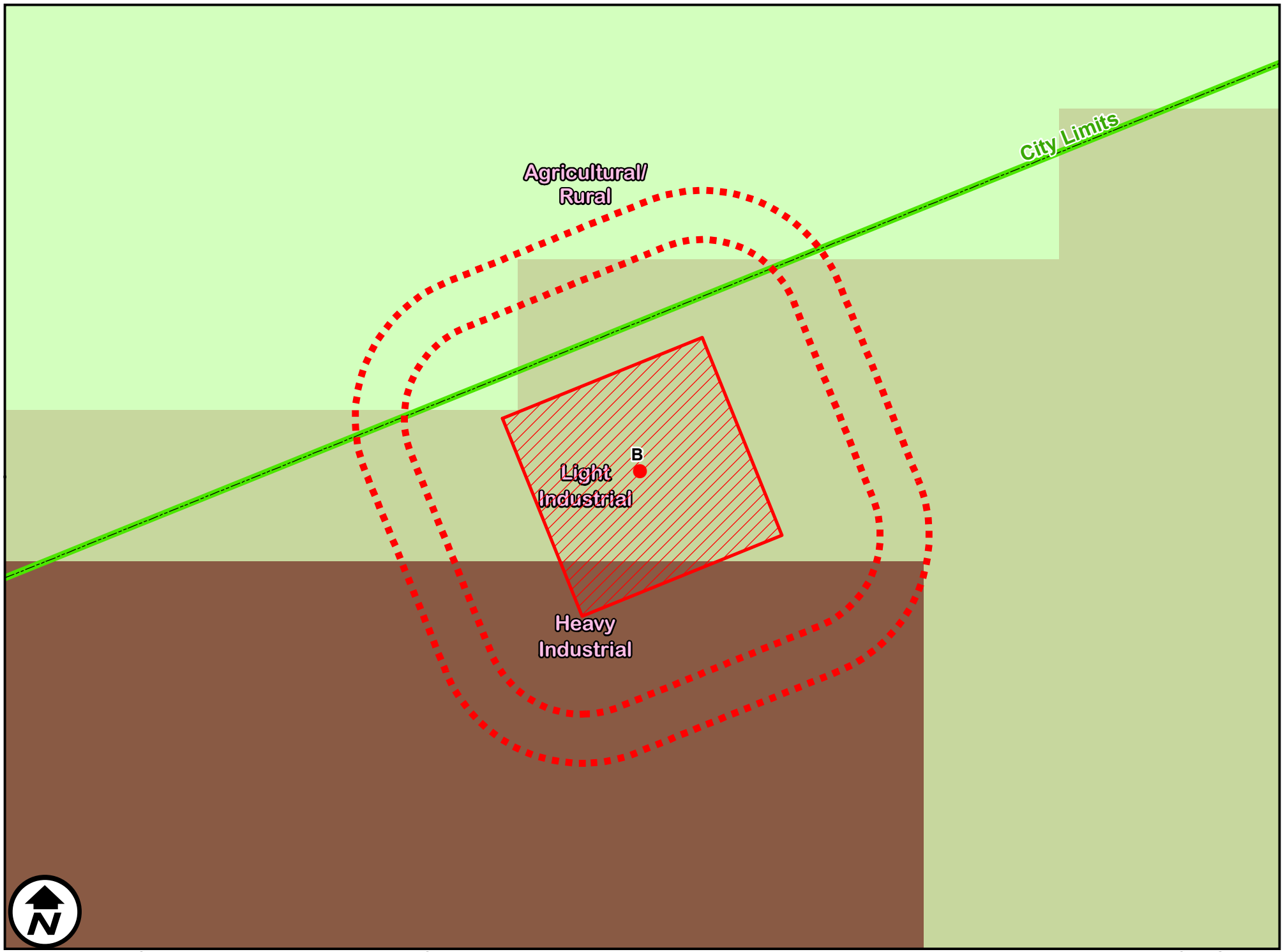


ZONING OVERVIEW

1 inch = 500 feet

ZC-060-2025
COUNCIL DISTRICT 7
NORTH OF STATE HIGHWAY 255 AND EAST OF FM 1472

APPLICATION F
M-1 (LIGHT MANUFACTURING DISTRICT)
S.U.P FOR OIL AND/OR GAS EXTRACTIONS (WELL "B" SITE)

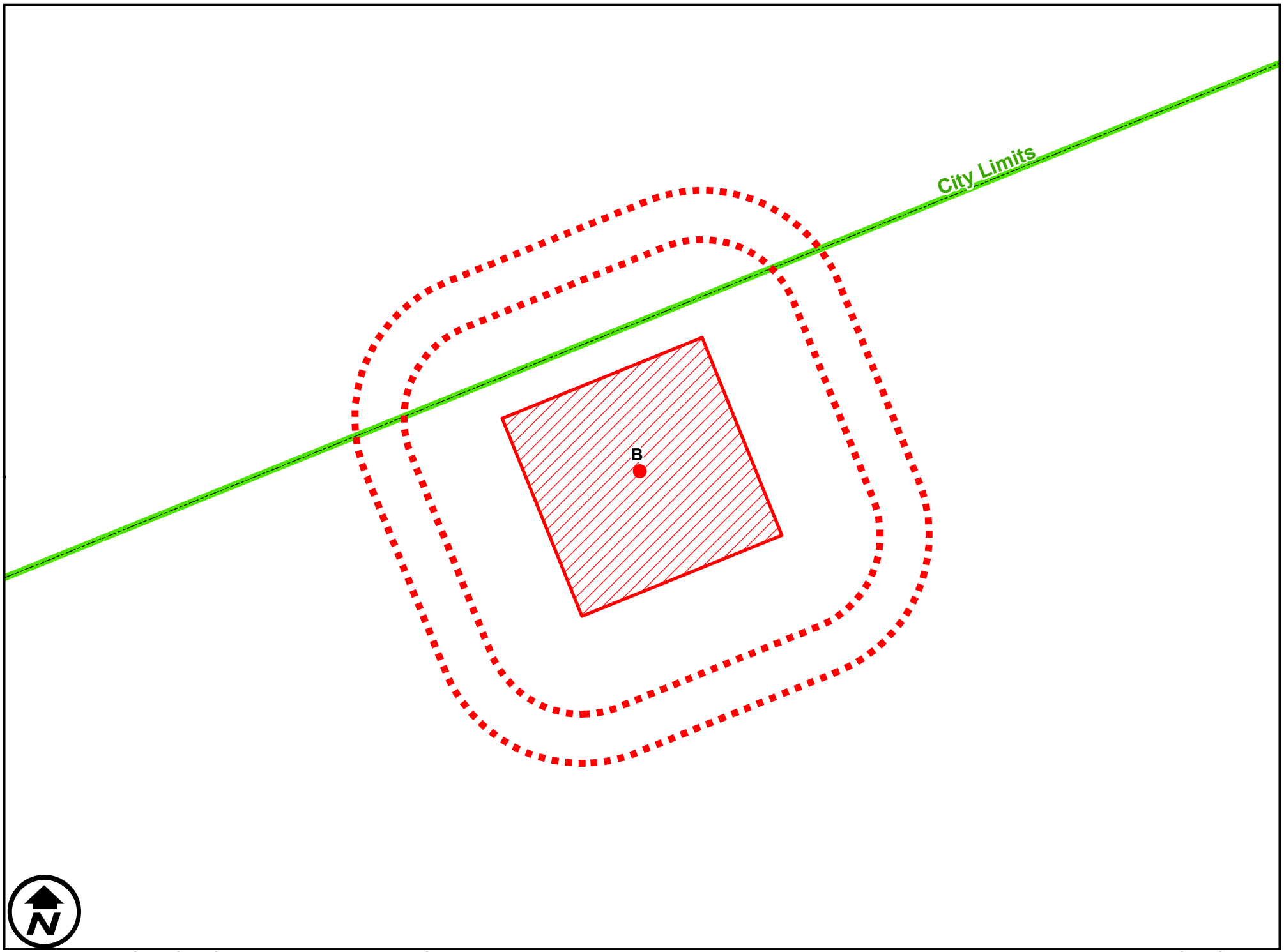


FUTURE LANDUSE

1 inch = 250 feet

ZC-060-2025
COUNCIL DISTRICT 7
NORTH OF STATE HIGHWAY 255 AND EAST OF FM 1472

APPLICATION F
M-1 (LIGHT MANUFACTURING DISTRICT)
S.U.P FOR OIL AND/OR GAS EXTRACTIONS (WELL "B" SITE)



200' AND 300' NOTIFICATION

1 inch = 250 feet

ZC-060-2025
COUNCIL DISTRICT 7
NORTH OF STATE HIGHWAY 255 AND EAST OF FM 1472

APPLICATION F
M-1 (LIGHT MANUFACTURING DISTRICT)
S.U.P FOR OIL AND/OR GAS EXTRACTIONS (WELL "B" SITE)



AERIAL MAP

1 inch = 2,000 feet

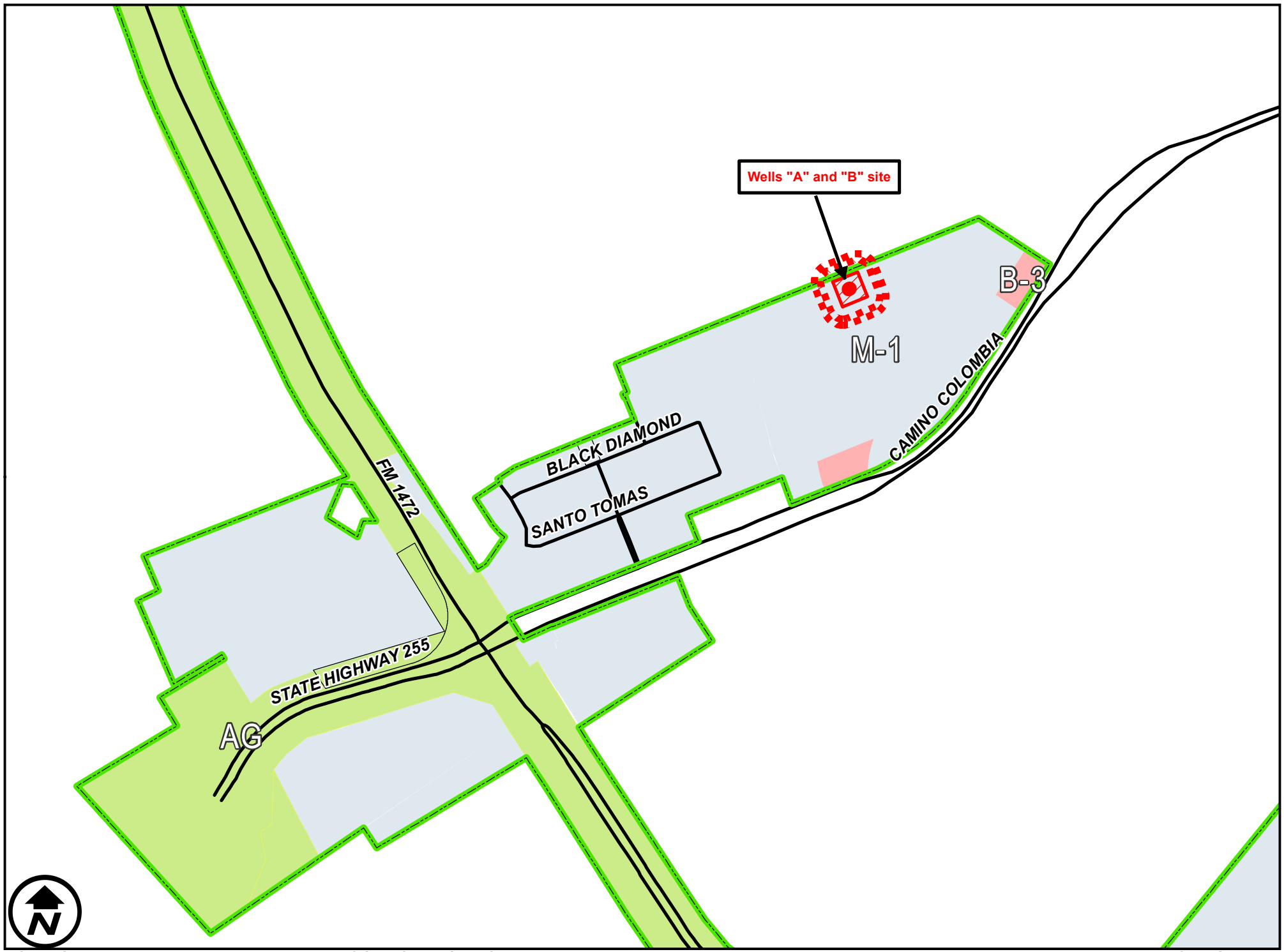
COUNCIL DISTRICT 7

NORTH OF STATE HIGHWAY 255 AND EAST OF FM 1472

APPLICATION F

M-1 (LIGHT MANUFACTURING DISTRICT) T

S.U.P FOR OIL AND/OR GAS EXTRACTIONS (WELLS "A" AND "B" SITE)



ZONING MAP

1 inch = 2,000 feet

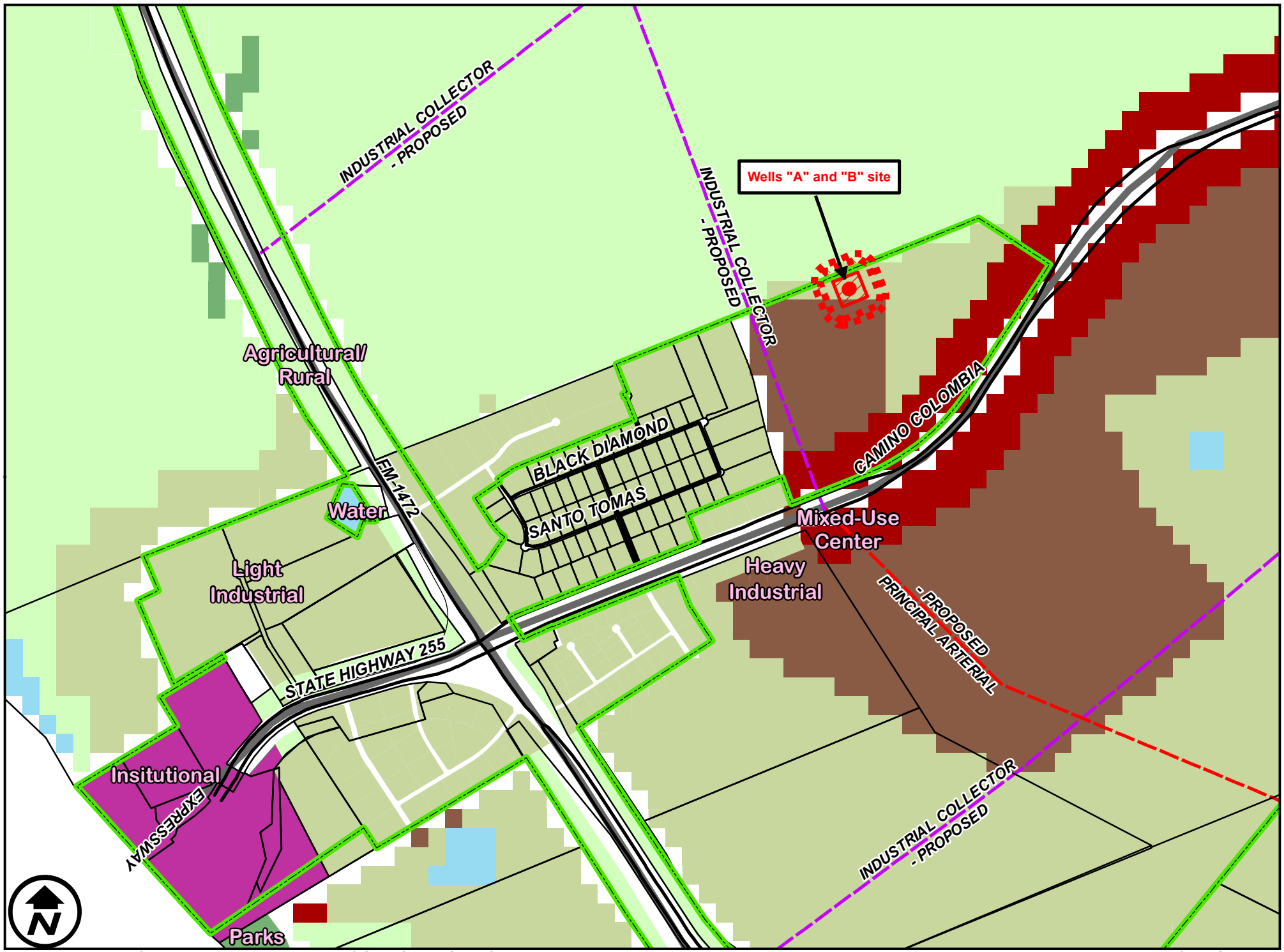
COUNCIL DISTRICT 7

NORTH OF STATE HIGHWAY 255 AND EAST OF FM 1472

APPLICATION F

M-1 (LIGHT MANUFACTURING DISTRICT)

S.U.P FOR OIL AND/OR GAS EXTRACTIONS (WELLS "A" AND "B" SITE)



FUTURE LANDUSE

1 inch = 2,000 feet

COUNCIL DISTRICT 7

NORTH OF STATE HIGHWAY 255 AND EAST OF FM 1472

APPLICATION F

M-1 (LIGHT MANUFACTURING DISTRICT) T

S.U.P FOR OIL AND/OR GAS EXTRACTIONS (WELLS "A" AND "B" SITE)

Exhibit 1

EXHIBIT "A"

KIMMERIDGE TEXAS GAS, LLC

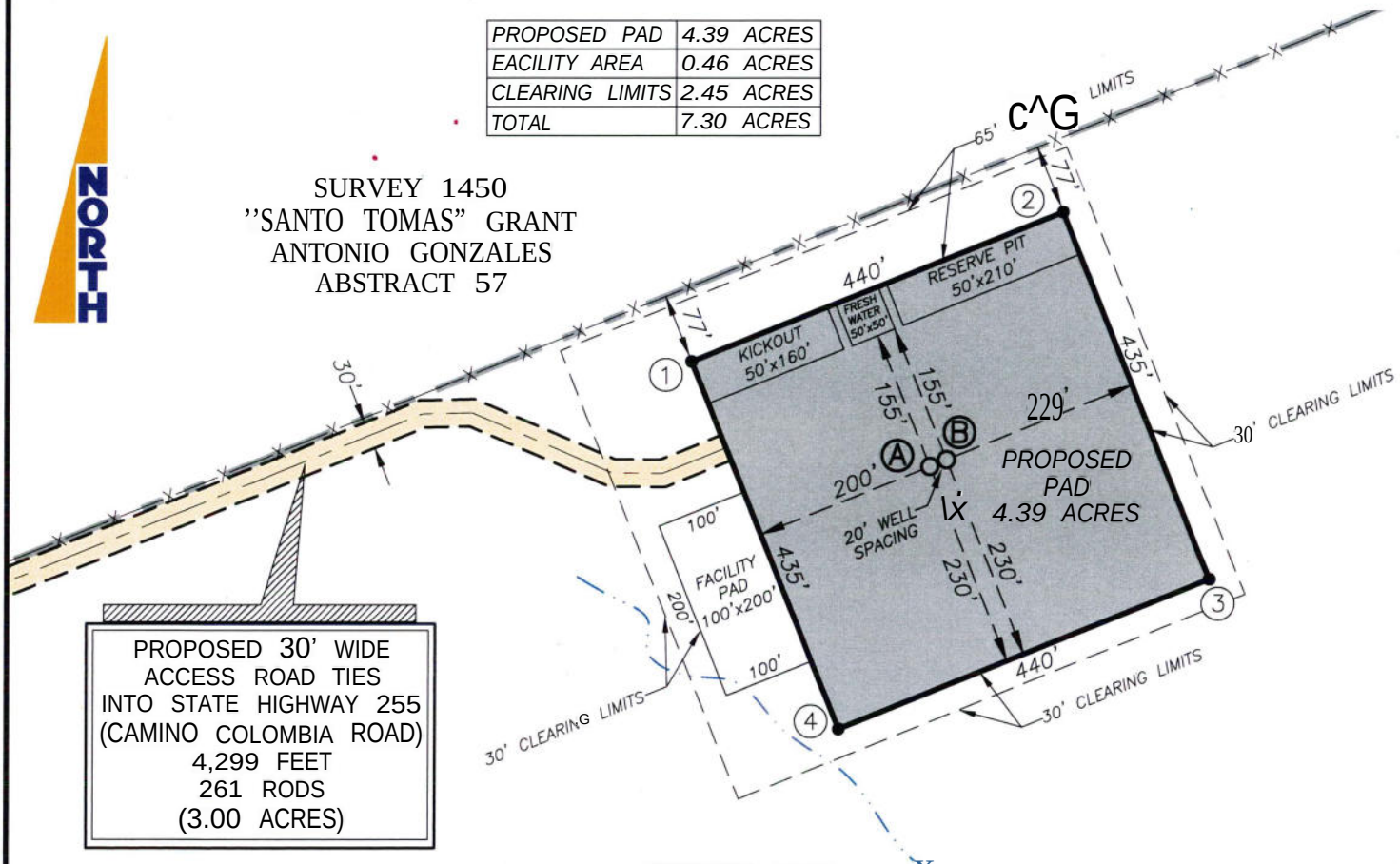
PROPOSED SURFACE USE PLAT

NEEDMORE 140H & 340H
SITUATED IN
SURVEY 1462, WEBB COUNTY SCHOOL LAND, ABSTRACT 502
WEBB COUNTY, TEXAS

PAD CORNER INFORMATION			
CORNER No.	STATE PLANE TX-S NAD27	GEOGRAPHIC NAD83	ELEV.
©	X = 1608390.30 Y = 750373.87	LAT: 27-43'34.26" LONG: 99-42'38.92"	569.4'
②	X = 1608798.40 Y = 750538.35	LAT: 27-43'35.93" LONG: 99-42'34.39"	562.5'
③	X = 1608961.01 Y = 750134.89	LAT: 27-43'31.95" LONG: 99-42'32.54'	556.9'
④	X = 1608552.92 Y = 749970.40	LAT: 27-43'30.28" LONG: 99-42'37.06"	559.3'

WELL INFORMATION			
WELL NAME	STATE PLANE TX-S NAD27	GEOGRAPHIC NAD83	ELEV.
Ⓐ NEEDMORE 140H	X = 1608652.42 Y = 750258.50	LAT: 27-43'33.14" LONG: 99-42'35.99"	561.8'
Ⓑ NEEDMORE 340H	X = 1608670.90 Y = 750266.01	LAT: 27-43'33.22" LONG: 99-42'35.78"	560.0'

PROPOSED PAD	4.39 ACRES
EACILITY AREA	0.46 ACRES
CLEARING LIMITS	2.45 ACRES
TOTAL	7.30 ACRES



GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 Inch = 200 Ft.

PRELIMINARY
05—07—25

HOWLAND
ENGINEERING AND SURVEYING CO.
TBPE Firm Registration No. F-4097 TBPLS Firm Registration No. 100464-00 TBPLS Firm Registration No. 10194361
7615 N. Bartlett Avenue, Laredo, TX. 78041 P. 956.722.4411 F. 956.441.0180
4902 Sinclair Road, San Antonio, TX. 78222 P. 210.648.1600 F. 210.648.1605
www.howlandcompanies.com

LEGEND
= PAD LINE
= FENCE line
= SURVEY LINE
= CREEK

Revision	Date
1	04-25-25
2	05-07-25
3	
4	
5	

WARNING:
BASIS OF BEARING: G.P.S. Tx. South Zone, N.A.D.-27.
THIS PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. HOWLAND ENGINEERING AND SURVEYING CO., INC. ASSUMES NO RESPONSIBILITY TO LOCATE PIPELINE OR CABLE CROSSINGS. NO CLAIM IS HEREBY MADE REGARDING CURRENT OR ACTUAL SURFACE/MINERAL FEE OWNERSHIP OR LESSOR. THIS DRAWING IS MADE EXCLUSIVELY FOR KIMMERIDGE TEXAS GAS, LLC.

FIELD DATE	BOOK	PAGE(s)
04-15-25	1182	15-1.1
04-17-25	1182	15
04-21-25	1182	18
04-29-25	1182	26-27
05-01-25	1182	29

DRAWN BY:	L.TREVINO
CHECKED BY:	J.SEGOVIA
JOB No.	26936-25
SHEET:	1 OF 1

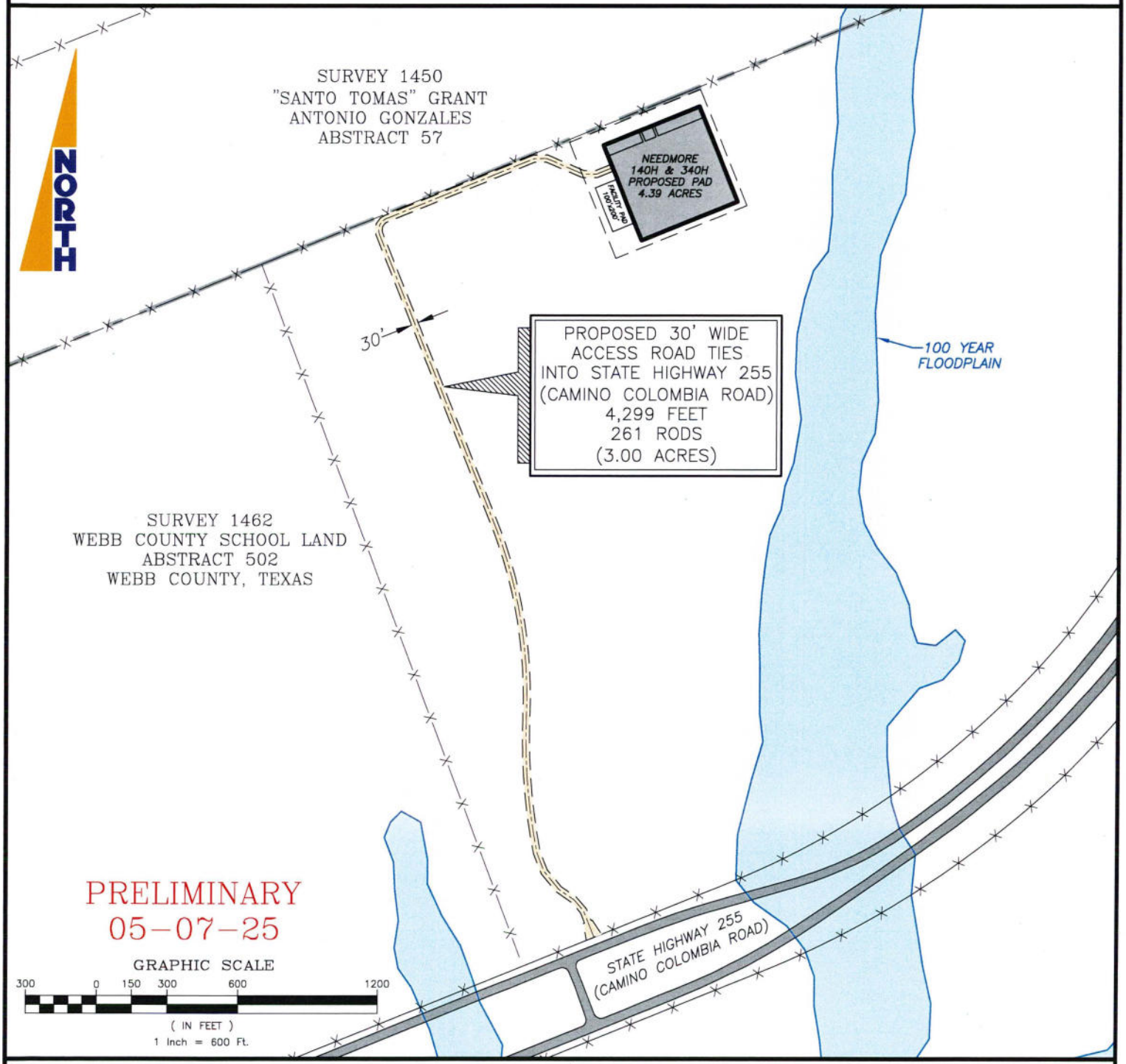
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EXHIBIT "A"

KIMMERIDGE TEXAS GAS, LLC

PROPOSED SURFACE USE PLAT

NEEDMORE 140H & 340H
SITUATED IN
SURVEY 1462, WEBB COUNTY SCHOOL LAND, ABSTRACT 502
WEBB COUNTY, TEXAS



PRELIMINARY
05-07-25

GRAPHIC SCALE
300 0 150 300 600 1200
(IN FEET)
1 Inch = 600 Ft.

HOWLAND
ENGINEERING AND SURVEYING CO.
TBPE Firm Registration No. F-4097 TBPLS Firm Registration No. 100464-00 TBPLS Firm Registration No. 10194361
7615 N. Bartlett Avenue, Laredo, TX. 78041 P. 956.722.4411 F. 956.441.0180
4902 Sinclair Road, San Antonio, TX. 78222 P. 210.648.1600 F. 210.648.1605
www.howlandcompanies.com

LEGEND
= PAD LINE
—X—X—X— = FENCE LINE
= SURVEY LINE

Revision	Date
1	04-25-25
2	05-07-25
3	
4	
5	

WARNING: BASIS OF BEARING: G.P.S. Tx. South Zone, N.A.D.-27.

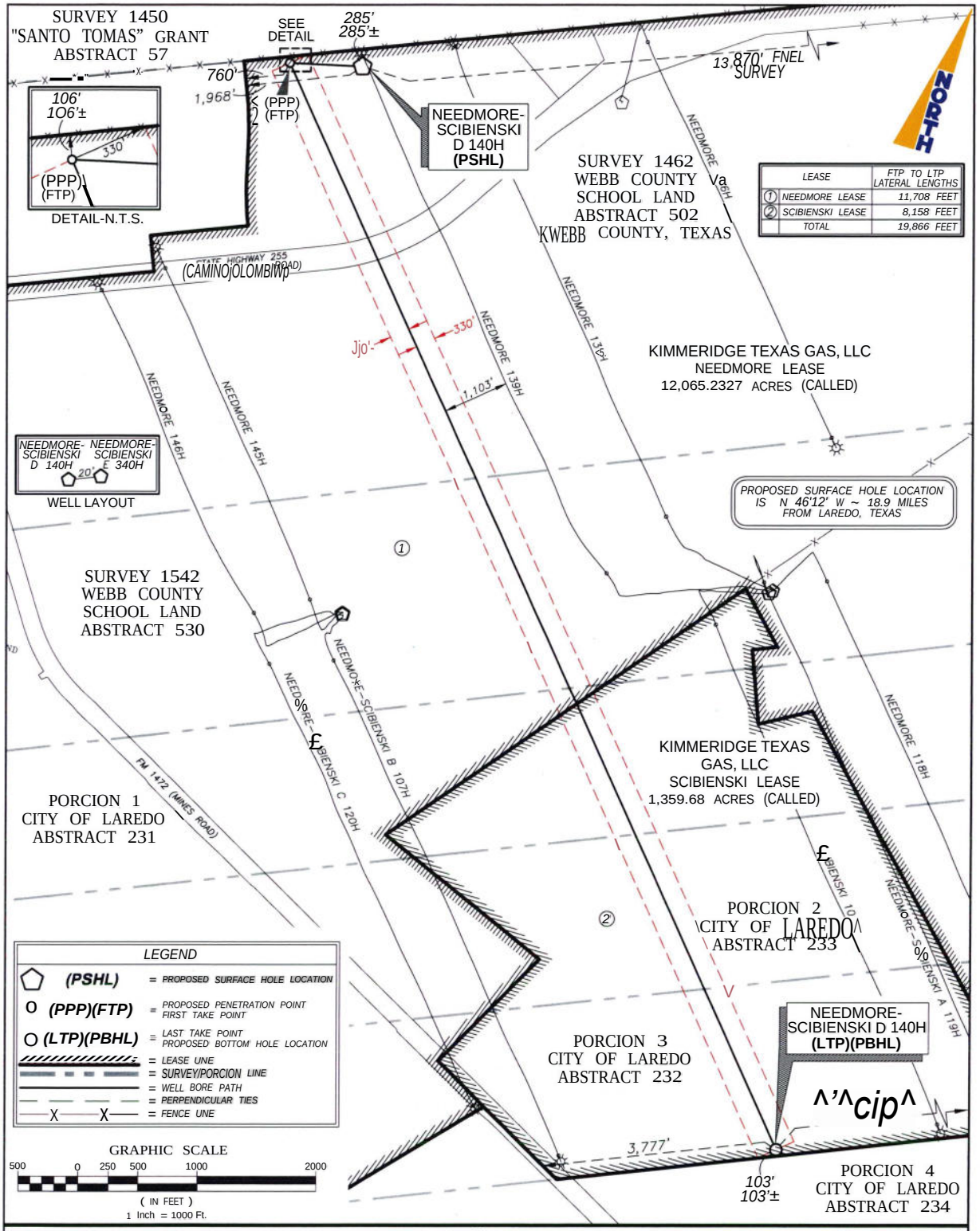
THIS PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. HOWLAND ENGINEERING AND SURVEYING CO., INC. ASSUMES NO RESPONSIBILITY TO LOCATE PIPELINE OR CABLE CROSSINGS. NO CLAIM IS HEREBY MADE REGARDING CURRENT OR ACTUAL SURFACE/MINERAL FEE OWNERSHIP OR LESSOR. THIS DRAWING IS MADE EXCLUSIVELY FOR KIMMERIDGE TEXAS GAS, LLC.

FIELD DATE	BOOK	PAGE(s)
04-15-25	1182	12-13
04-17-25	1182	15
04-21-25	1182	18
04-29-25	1182	26-27
05-01-25	1182	29

DRAWN BY:	L.TREVINO
CHECKED BY:	J.SEGOVIA
JOB No.	26936-25A
SHEET:	1 OF 1

S:\data\Howland\SURVEYING DEPARTMENT\Jobs\2025\26936-25\26936-25A.dwg

Exhibit 1



NEEDMORE-SCIBIENSKI D 140H

STATE PLANE COORDINATES – TEXAS SOUTH ZONE – NAD 1927:

PROPOSED SURFACE HOLE LOCATION (PSHL)

N: 750258 E: 1608652

GEOGRAPHIC NAD 27: Lot.: 27'43'32.10" Long.: 99'42'34.82"

GEOGRAPHIC NAD 83: Lot.: 27'43'33.14" Long.: 99'42'35.99"

ELEVATION: 562'

LEASE: 285' FNWL & 1,968' FSWL

SURVEY: 285'± FNWL & 13,870'± FNEL

PROPOSED PENETRATION POINT (PPP)
FIRST TAKE POINT (FTP)

N: 749973 E: 1607465

LEASE: 106' FNWL & 760' FSWL

Path Information
(PSHL)
S 76'28' W ~ 1,221'
(PPP)(FTP)
S-40'42' E ~ 19,866'
(LTP)(PBHL)

LAST TAKE POINT (LTP)
PROPOSED BOTTOM HOLE LOCATION (PBHL)

N: 734911 E: 1620420

LEASE: 103' FSEL & 3,777' FSWL

PORCION: 103'± FSEL & 64,078'± FNEL

KIMMERIDGE TEXAS GAS, LLC

NEEDMORE LEASE- 12,065.2327 ACRES (CALLED)
SCIBIENSKI LEASE- 1,359.68 ACRES (CALLED)

SITUATED IN
SURVEY 1542, WEBB COUNTY SCHOOL LAND, ABSTRACT 530; SURVEY 1462, WEBB COUNTY SCHOOL LAND, ABSTRACT 502; PORCION 1, CITY OF LAREDO, ABSTRACT 231; PORCION 2, CITY OF LAREDO, ABSTRACT 233 AND PORCION 3, CITY OF LAREDO, ABSTRACT 232, WEBB COUNTY, TEXAS

FIELD DATE	BOOK	PAGE(S)	Revision	Date
04-15-25	1182	12	1	05-28-25
04-17-25	1182	15	2	
05-01-25	1182	29	3	
			4	

DRAWN BY:	L.O.T.
CHECKED BY:	J.S.
JOB No.:	26936.1-25
QUAD:	DOLORES RANCH

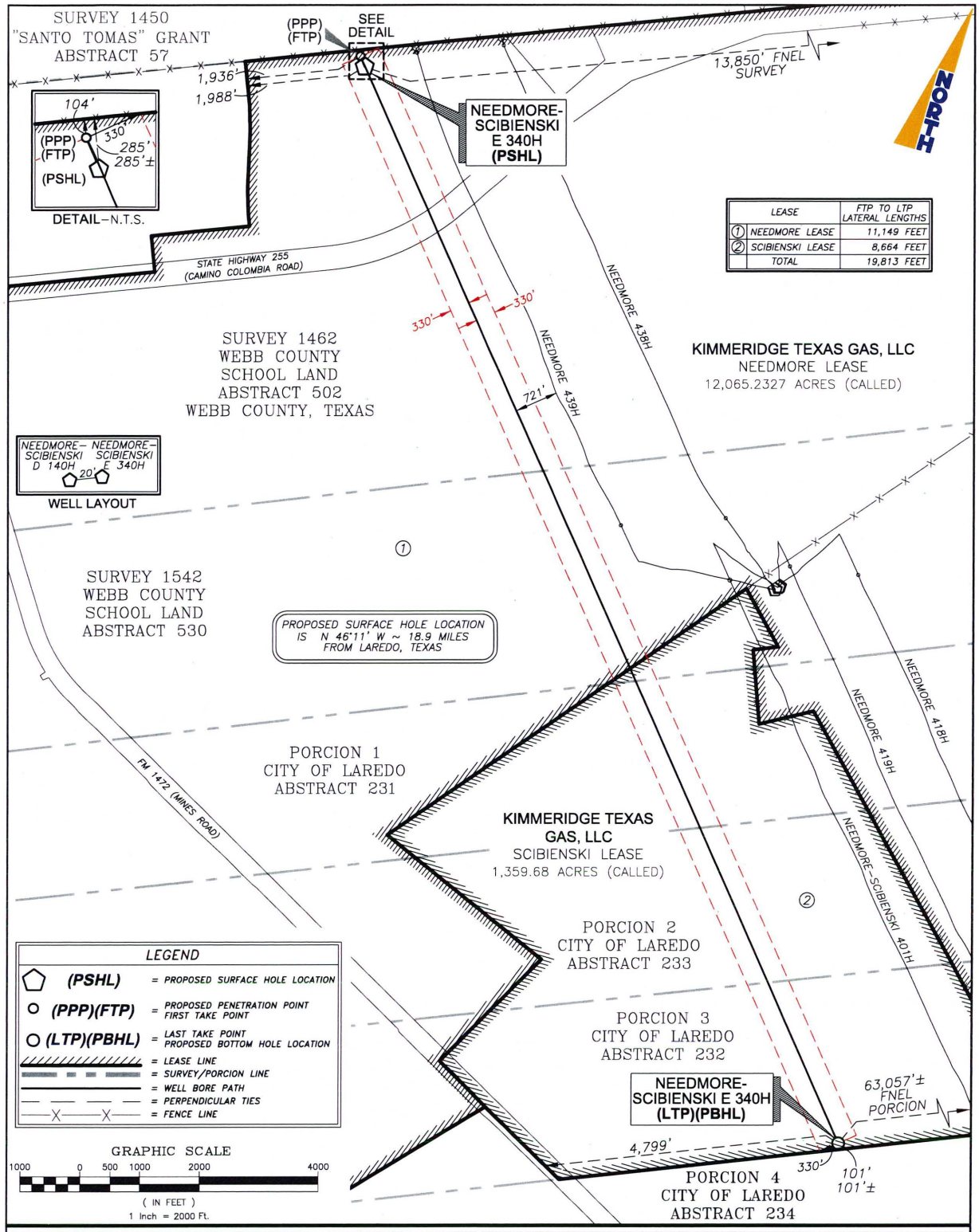
HOWLAND
ENGINEERING AND SURVEYING CO.
TBPE Firm Registration No. F-4097 TBPLS Firm Registration No. 100464-00, TBPLS Firm Registration No. 10194361
7615 N. Bartlett Avenue Laredo, TX. 78041 P. 956.722.4411
4902 Sinclair Road San Antonio, TX. 78222 P. 210.648.1800
www.howlandcompanies.com

This Plat represents a WELL LOCATION survey prepared on on-the-ground survey, deeds and other available information. This is not intended to be a boundary survey, but for the sole purpose of filing with the Texas Railroad Commission for a drilling permit. This plat is for exclusive use of KIMMERIDGE TEXAS GAS, LLC.

R.P.L.S. No. 5726 -TEXAS

05-28-2025
CURRENT DATE

Exhibit 1



NEEDMORE-SCIBIENSKI E 340H

STATE PLANE COORDINATES – TEXAS SOUTH ZONE – NAD 1927:

PROPOSED SURFACE HOLE LOCATION (PSHL)

N: 750266 E: 1608671

GEOGRAPHIC NAD 27: Lat.: 27°43'32.18" Long.: 99°42'34.61"

GEOGRAPHIC NAD 83: Lat.: 27°43'33.22" Long.: 99°42'35.78"

ELEVATION: 560'

LEASE: 285' FNWL & 1,988' FSWL

SURVEY: 285'± FNWL & 13,850'± FNEL

PROPOSED PENETRATION POINT (PPP)
FIRST TAKE POINT (FTP)

N: 750414 E: 1608555

LEASE: 104' FNWL & 1,936' FSWL

LAST TAKE POINT (LTP)
PROPOSED BOTTOM HOLE LOCATION (PBHL)

N: 735299 E: 1621365

LEASE: 101' FSEL & 4,799' FSWL

PORCION: 101'± FSEL & 63,057'± FNEL

Path Information
(PSHL)
N 37°59' W ~ 188'
(PPP)(FTP)
S 40°17' E ~ 19,813'
(LTP)(PBHL)

KIMMERIDGE TEXAS GAS, LLC

NEEDMORE LEASE–12,065.2327 ACRES (CALLED)
SCIBIENSKI LEASE–1,359.68 ACRES (CALLED)

SITUATED IN
SURVEY 1542, WEBB COUNTY SCHOOL LAND, ABSTRACT 530; SURVEY 1462, WEBB COUNTY SCHOOL LAND, ABSTRACT 502; PORCION 1, CITY OF LAREDO, ABSTRACT 231; PORCION 2, CITY OF LAREDO, ABSTRACT 233 AND PORCION 3, CITY OF LAREDO, ABSTRACT 232, WEBB COUNTY, TEXAS

FIELD DATE	BOOK	PAGE(S)	Revision	Date
04-15-25	1182	12	1	05-28-25
04-17-25	1182	15	2	
05-01-25	1182	29	3	
			4	

DRAWN BY:	L.O.T.
CHECKED BY:	J.S.
JOB No.:	26936.2-25
QUAD:	DOLORES RANCH

HOWLAND
ENGINEERING AND SURVEYING CO.
TBPE Firm Registration No. F-4097 TBPLS Firm Registration No. 100464-00 TBPLS Firm Registration No. 10194361
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STATE OF TEXAS · REGISTERED · JAMES S. LAWLESS · 5726 · PROFESSIONAL · LAND SURVEYOR

R.P.L.S. No. 5726 –TEXAS

05-28-2025
CURRENT DATE

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Exhibit 1

ATTACHMENT 1 CONTINUED

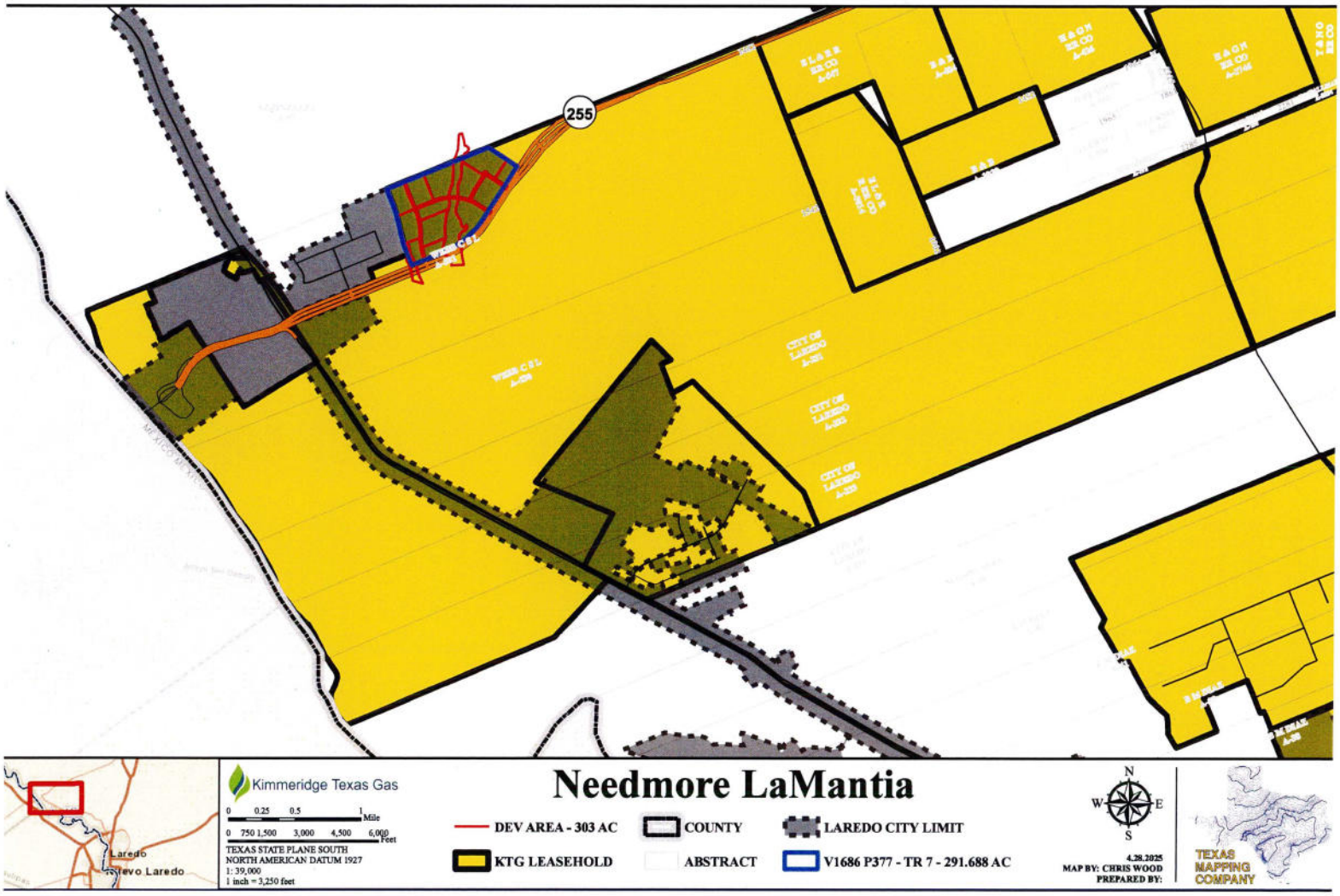


Exhibit 2

API No. 42-479-45383
Drilling Permit # 908350
SWR Exception (R37)

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION
APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER

This facsimile W-1 -was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office.

FORM W-1 07/2004

Permit Status: Approved

1. RRC Operator No. 100291

2. Operator's Name (as shown on form P-5, Organization Report): KIMMERIDGE TEXAS GAS, LLC

3. Operator Address (include street, city, state, zip): 730 TOWN AND COUNTRY BLVD STE 400 HOUSTON, TX 77024-0000

4. Lease Name: NEEDMORE-SCIBIENSKI E

5. Well No.: 340H

GENERAL INFORMATION

6. Purpose of filing (mark ALL appropriate boxes): ® New Drill; d Recompletion; d Reclass; ☐ Field Transfer; d Re-Enter; O Amended; d Amended as Drilled (BHL) (Also File Form W-1D)

7. Wellbore Profile (mark ALL appropriate boxes): d Vertical; ® Horizontal (Also File Form W-1H); d Directional (Also File Form W-ID); ☐ Sidetrack

8. Total Depth: 14000

9. Do you have the right to develop the minerals under any right-of-way ? [X] Yes ☐ No

10. Is this well subject to Statewide Rule 36 (hydrogen sulfide area)? K Yes d No

SURFACE LOCATION AND ACREAGE INFORMATION

IL RRC District No.: 04

12. County: WEBB

13. Surface Location: [X] Land; ☐ Bay/Estuary; ☐ Inland Waterway; ☐ Offshore

14. This well is to be located ^.9 miles in a NW direction from LAREDO which is the nearest town in the county of the well site.

15. Section: 1462

16. Block:

17. Survey: WEBB CSL

18. Abstract No.: A-502

19. Distance to nearest lease line: ft.

20. Number of contiguous acres in lease, pooled unit, or unitized tract:)3424.91

21. Lease Perpendiculars: 285 ft from the NW line and 1988 It from the SW line.

22. Survey Perpendiculars: 285 ft from the NW line and 13850 ft from the NE line.

23. Is this a pooled unit? dyes K No

24. Unitization Docket No:

25. Are you applying for Substandard Acreage Field? d Yes (attach Form W-1A) K No

FIELD INFORMATION List all fields of anticipated completion including Wildcat. List one zone per line.

26. RRC District No.	27. Field No.	28. Field Name (exactly as shown in RRC records)	29. Well Type	30. Completion Depth	31. Distance to Nearest Well in this Reservoir	32. Number of Wells on this lease in this Reservoir
04	39744250	HAWKVILLE (AUSTIN CHALK)	Gas Well	13000	721.00	7

BOTTOMHOLE LOCATION INFORMATION is required for DIRECTIONAL, HORIZONTAL, AND AMENDED AS DRILLED PERMIT APPLICATIONS (see W-1H attachment)

Remarks
See W1 Comments attached

Certificate:
I certify that information stated in this application is true and complete, to the best of my knowledge.

Gayle Foord, Regulatory Analyst — Name of filer
May 30, 2025 — Date submitted
(713)6006062 — Phone
gfoord@ktgllc.com — E-mail Address (OPTIONAL)

RRC Use Only Data Validation Time Stamp: Jun 6, 2025 7:32 AM('As Approved' Version)

Exhibit 2

Permit Status: Approved

The RRC has not approved this application. Duplication or distribution of information is at the user's own risk.

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER

This facsimile W-1 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office.

Form W-1H 07/2004
Supplemental Horizontal Well Information

Permit # 908350

Approved Date: Jun 06, 2025

1. RRC Operator No.	2. Operator's Name (exactly as shown on form P-5, Organization Report)	3. Lease Name	4. Well No.
100291	KIMMERIDGE TEXAS GAS, LLC	NEEDMORE-SCIBIENSKI E	340H

Lateral Drainhole Location Information

5. Field as shown on Form W-1: HAWKVILLE (AUSTIN CHALK) (Field # 39744250, RRC District 04)

6. Section	7. Block	8. Survey	9. Abstract	10. County of BHL
3/86		CITY OF LAREDO	232	WEBB

11. Terminus Lease Line Perpendiculars
101 ft. from the SE line. and 4799 ft. from the SW line

12. Terminus Survey Line Perpendiculars
101 ft. from the SE line. and 63057 ft. from the NE line

13. Penetration Point Lease Line Perpendiculars
104 ft. from the NW line. and 1936 ft. from the SW line

Permit Status: Approved

The RRC has not approved this application. Duplication or distribution of information is at the user's own risk.

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER

This facsimile W-1 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office.

W-1 Comments

Permit # 908350

Approved Date: Jun 06, 2025

[May 30, 2025 12:49 PM]: Commission Staff expresses no opinion as to whether a 100% ownership interest in each of the leases alone or in combination with a "production sharing agreement" confers the right to drill across lease/unit lines or whether a pooling agreement is also required. However, until that issue is directly addressed and ruled upon by a Texas court of competent jurisdiction it appears that a 100% interest in each of the leases and a production sharing agreement constitute a sufficient colorable claim to the right to drill a horizontal well as proposed to authorize the removal of the regulatory bar and the issuance of a drilling permit by the Commission, assuming the proposed well is in compliance with all other relevant Commission requirements.

Issuance of the permit is not an endorsement or approval of the applicant's stated method of allocating production proceeds among component leases or units. All production must be reported to the Commission as production from the lease or pooled unit on which the wellhead is located and reported production volume must be determined by actual measurement of hydrocarbon volumes prior to leaving that tract and may not be based on allocation or estimation. Payment of royalties is a contractual matter between the lessor and lessee. Interpreting the leases and determining whether the proposed proceeds allocation comports with the relevant leases is not a matter within Commission jurisdiction but a matter for the parties to the lease and, if necessary, a Texas court of competent jurisdiction.

The foregoing statements are not, and should not be construed as, a final opinion or decision of the Railroad Commission.; [RRC STAFF Jun 3, 2025 12:10 PM]: There have been problems identified with this permit (see problem letter attachment). Notification sent.; [RRC STAFF Jun 3, 2025 1:03 PM]: There have been problems identified with this permit (see problem letter attachment). Notification sent.; [RRC STAFF Jun 5, 2025 3:43 PM]: Filer submitted a lease plat that shows the entirety of both tracts.; [RRC STAFF Jun 6, 2025 7:29 AM]: Problems identified with this permit are resolved.; [RRC STAFF Jun 6, 2025 7:32 AM]: Exception Admin Approved. 37(h)(2)(B). Own Offset.

Exhibit 8

Railroad Commission of Texas

PERMIT TO DRILL, RE-COMPLETE, OR RE-ENTER ON REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

CONDITIONS AND INSTRUCTIONS

Permit Invalidation. It is the operator's responsibility to make sure that the permitted location complies with Commission density and spacing rules in effect on the spud date. The permit becomes invalid automatically if, because of a field rule change or the drilling of another well, the stated location is not in compliance with Commission field rules on the spud date. If this occurs, application for an exception to Statewide Rules 37 and 38 must be made and a special permit granted prior to spudding. Failure to do so may result in an allowable not being assigned and/or enforcement procedures being initiated.

Notice Requirements. Per H.B 630, signed May 8, 2007, the operator is required to provide notice to the surface owner no later than the 15th business day after the Commission issues a permit to drill. Please refer to subchapter Q Sec. 91.751-91.755 of the Texas Natural Resources Code for applicability.

Permit expiration. This permit expires two (2) years from the date of issuance shown on the original permit. The permit period will not be extended.

Drilling Permit Number. The drilling permit number shown on the permit MUST be given as a reference with any notification to the district (see below), correspondence, or application concerning this permit.

Rule 37 Exception Permits. This Statewide Rule 37 exception permit is granted under either provision Rule 37 (h)(2)(A) or 37(h)(2)(B). Be advised that a permit granted under Rule 37(h)(2)(A), notice of application, is subject to the General Rules of Practice and Procedures and if a protest is received under Section 1.3, "Filing of Documents," and/or Section 1.4, "Computation of Time," the permit may be deemed invalid.

Before Drilling

Fresh Water Sand Protection. The operator must set and cement sufficient surface casing to protect all usable-quality water, as defined by the Railroad Commission of Texas (RRC) Groundwater Advisory Unit (GWAU). Before drilling a well, the operator must obtain a letter from the Railroad Commission of Texas stating the depth to which water needs protection, Write: Railroad Commission of Texas, Groundwater Advisory Unit (GWAU). P.O. Box 12967, Austin, TX 78711-3087. File a copy of the letter with the appropriate district office.

Accessing the Well Site. If an OPERATOR, well equipment TRANSPORTER or WELL service provider must access the well site from a roadway on the state highway system (Interstate, U.S. Highway, State Highway, Farm-to-Market Road, Ranch-to-Market Road, etc.), an access permit is required from TxDOT. Permit applications are submitted to the respective TxDOT Area Office serving the county where the well is located.

Water Transport to Well Site. If an operator intends to transport water to the well site through a temporary pipeline laid above ground on the state's right-of-way, an additional TxDOT permit is required. Permit applications are submitted to the respective TxDOT Area Office serving the county where the well is located.

*NOTIFICATION

The operator is **REQUIRED** to notify the district office when setting surface casing, intermediate casing, and production casing, or when plugging a dry hole. The district office MUST also be notified if the operator intends to re-enter a plugged well or re-complete a well into a different regulatory field. Time requirements are given below. The drilling permit number MUST be given with such notifications.

During Drilling

Permit at Drilling Site : A copy of the Form W-l Drilling Permit Application, the location plat, a copy of Statewide Rule 13 alternate surface casing setting depth approval from the district office, if applicable, and this drilling permit must be kept at the permitted well site throughout drilling operations.

***Notification of Setting Casing :** The operator MUST call in notification to the appropriate district office (phone number shown the on permit) a minimum of eight (8) hours prior to the setting of surface casing, intermediate casing, AND production casing. The individual giving notification MUST be able to advise the district office of the drilling permit number.

***Notification of Re-completion/Re-entry :** The operator MUST call in notification to the appropriate district office (phone number shown on permit) a minimum of eight (8) hours prior to the initiation of drilling or re-completion operations. The individual giving notification MUST be able to advise the district office of the drilling permit number.

Completion and Plugging Reports

Hydraulic Fracture Stimulation using Diesel Fuel: Most operators in Texas do not use diesel fuel in hydraulic fracturing fluids. Section 322 of the Energy Policy Act of 2005 amended the Underground Injection Control (UIC) portion of the federal Safe Drinking Water Act (42 USC 300h(d)) to define "underground Injection" to *EXCLUDE* " ...the underground injection of fluids or propping agents *(other than diesel fluels)* pursuant to hydraulic fracturing operations related to oil, gas, or geothermal production activities." (italic and underlining added.) Therefore, hydraulic fracturing may be subject to regulation under the federal UIC regulations if diesel fuel is injected or used as a propping agent. EPA defined "diesel fuel" using the following five (5) Chemical Abstract Service numbers: 68334-30-5 Primary Name: Fuels, diesel; 68476-34-6 Primary Name: Fuels, diesel, No. 2; 68476-30-2 Primary Name: Fuel oil No. 2; 68476-31-3 Primary Nmae: Fuel oil, No. 4; and 8008-20-6 Primary Name: Kerosene. As a result, an injection well permit would be required before performing hydraulic fracture stimulation using diesel fuel as defined by EPA on any well in Texas. Hydraulic fracture stimulation using diesel fuel as defined by EPA on a well in Texas without an injection well permit could result in enforcement action.

Producing Well : Statewide Rule 16 states that the operator of a well shall file with the Commission the appropriate completion report within thirty (30) days after completion of the well or within ninety (90) days after the date on which the drilling operation is completed, whichever is earlier. Completion of the well in a field authorized by this permit voids the permit for all other fields included in the permit unless the operator indicates on the initial completion report that the well is to be a dual or multiple completion and promptly submits an application for multiple completion. All zones are required to be completed before the expiration date on the existing permit. Statewide Rule 40(d) requires that upon successful completion of a well in the same reservoir as any other well previously assigned the same acreage, proration plats and P-15s (if required) must be submitted with no double assignment of acreage.

Dry or Noncommercial Hole : Statewide Rule 14(b)(2) prohibits suspension of operations on each dry or non-commercial well without plugging unless the hole is cased and the casing is cemented in compliance with Commission rules. If properly cased, Statewide Rule 14(b)(2) requires that plugging operations must begin within a period of one (1) year after drilling or operations have ceased. Plugging operations must proceed with due diligence until completed. An extension to the one-year plugging requirement may be granted under the provisions stated in Statewide Rule 14(b)(2).

Intention to Plug : The operator must file a Form W-3A (Notice of Intention to Plug and Abandon) with the district office at least five (5) days prior to beginning plugging operations. If, however, a drilling rig is already at work on location and ready to begin plugging operations, the district director or the director's delegate may waive this requirement upon request, and verbally approve the proposed plugging procedures.

***Notification of Plugging a Dry Hole :** The operator MUST call in notification to the appropriate district office (phone number shown on permit) a minimum of four (4) hours prior to beginning plugging operations. The individual giving the notification MUST be able to advise the district office of the drilling permit number and all water protection depths for that location as stated in the Texas Commission on Environmental Quality letter.

DIRECT INQUIRIES TO: DRILLING PERMIT SECTION, OIL AND GAS DIVISION

PHONE
(512) 463-6751

MAIL:
PO Box 12967
Austin, Texas, 7871 1-2967

Exhibit 8

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER	DATE PERMIT ISSUED OR AMENDED	DISTRICT
908350	06/06/2025	04
API NUMBER	**FORM W-1 RECEIVED**	**COUNTY**
42-479-45383	05/30/2025	WEBB
TYPE OF OPERATION	**WELLBORE PROFILE(S)**	**ACRES**
New Drill	Horizontal	13424.91

OPERATOR 100291

KIMMERIDGE TEXAS GAS, LLC

730 TOWN AND COUNTRY BLVD
STE 400
HOUSTON, TX 77024-0000

NOTICE
This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored.
District Office Telephone No:
(361)242-3113

LEASE NAME	WELL NUMBER
NEEDMORE-SCIBIENSKI E	340H
LOCATION	**TOTAL DEPTH**
18.9 miles NW direction from LAREDO	14000

Section, Block and/or
SECTION 1462 BLOCK ABSTRACT 502
SURVEY WEBB CSL

DISTANCE TO SURVEY LINES	DISTANCE TO NEAREST LEASE LINE
285.0 ft NW 13850.0 ft NE	null
DISTANCE TO LEASE LINES	**DISTANCE TO NEAREST WELL ON LEASE**
285.0 ft NW 1988.0 ft SW	See FIELD(s) Below

FIELD(s) and LIMITATIONS:

* SEE FIELD DISTRICT FOR REPORTING PURPOSES *

** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(B) **

FIELD NAME / LEASE NAME	ACRES / NEAREST LEASE	DEPTH	WELL# / NEAREST WELL	DIST
** HAWKVILLE (AUSTIN CHALK)	13424.91	13000	340H	04
NEEDMORE-SCIBIENSKI E			721.0	

WELLBORE PROFILE(s) FOR FIELD: Horizontal

Terminus Point: TH1 Section: 3/86 Block: Abstract: 232 Survey: CITY OF LAREDO BH County: WEBB
Lease Lines: 101.0 ft SE 4799.0 ft SW
Survey Lines: 101.0 ft SE 63057.0 ft NE
Penetration Lines: 104.0 ft NW 1936.0 ft SW

This is a hydrogen sulfide field. This well shall be drilled in accordance with SWR 36.

' ** ' PRECEDING FIELD NAME INDICATES RULE (R37)

THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS

This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.

This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in.

Exhibit 8

Railroad Commission of Texas
Oil and Gas Division
SWR #13 Formation Data
WEBB (479) COUNTY

Formation	Remarks	Geological Order	Effective Date
CATAHOULA-FRIO	injection/disposal	1	01/01/2014
JACKSON	injection/disposal	2	01/01/2014
YEGUA	injection/disposal	3	01/01/2014
COOK MOUNTAIN		4	01/01/2014
QUEEN CITY	injection/disposal; possible lost circulation	5	01/01/2014
WILCOX	injection/disposal	6	01/01/2014
ESCONDITO	injection/disposal; H2S	7	01/01/2014
OLMOS	injection/disposal	8	01/01/2014
EAGLE FORD SHALE		9	01/01/2014
EDWARDS LIMESTONE	H2S	10	01/01/2014
SLIGO	H2S	11	01/01/2014

The above list may not be all inclusive, and may also include formations that do not intersect all wellbores. The listing order of the Formation information reflects the general stratigraphic order and relative geologic age. This is a dynamic list subject to updates and revisions. It is the operator's responsibility to make sure that at the time of spudding the well the most current list is being referenced. Refer to the RRC website at the following address for the most recent information. http://www.rrc.texas.gov/oil-gas/compliance-enforcement/rule-13-geologic-formation-info

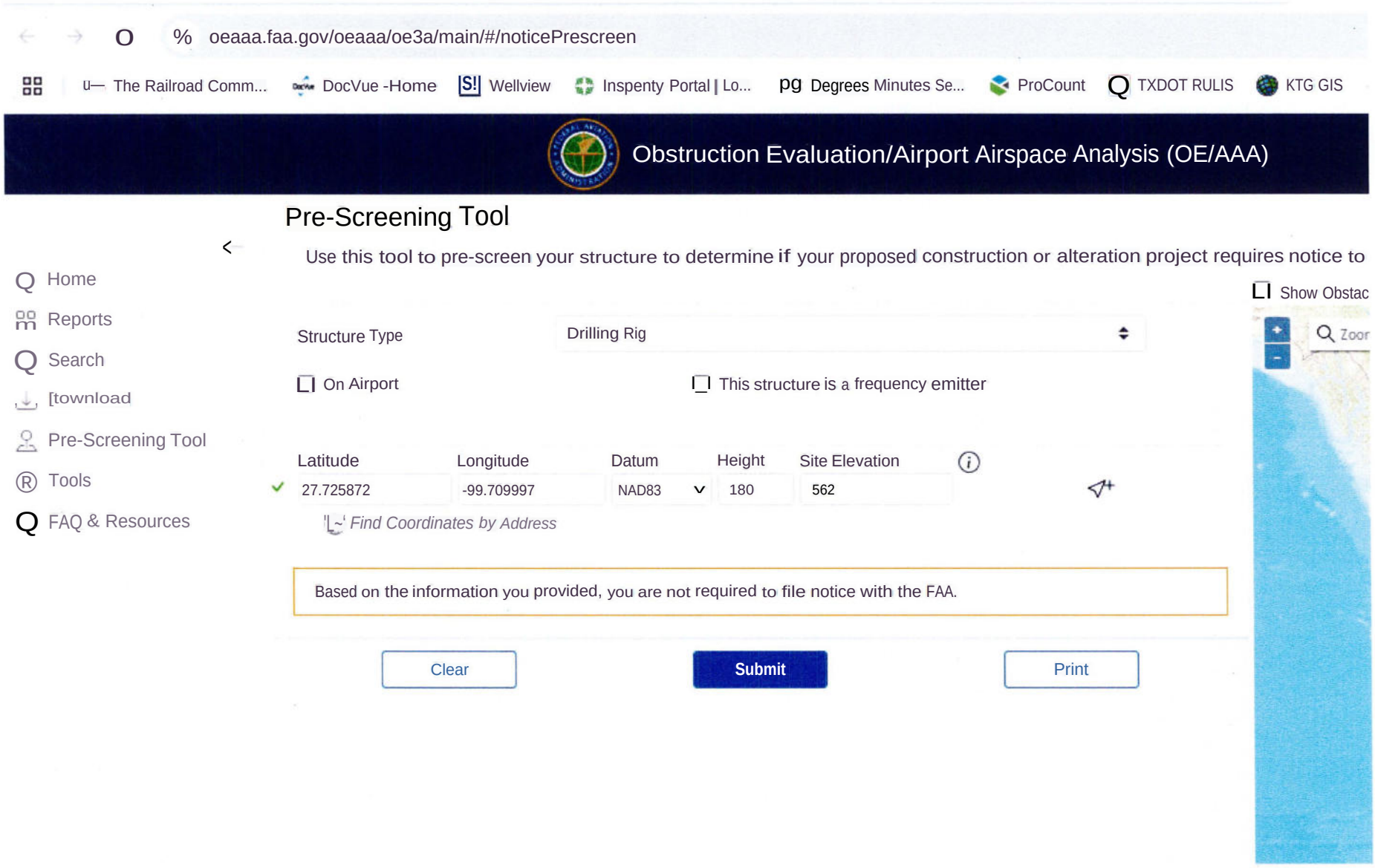

oeaaa.faa.gov/oeaaa/oe3a/main/#/noticePrescreen
The Railroad Comm...
DocVue -Home
Wellview
Inspenty Portal | Lo...
Degrees Minutes Se...
ProCount
TXDOT RULIS
KTG GIS
Obstruction Evaluation/Airport Airspace Analysis (OE/AAA)
Pre-Screening Tool
Use this tool to pre-screen your structure to determine if your proposed construction or alteration project requires notice to
Home
Reports
Search
[townload
Pre-Screening Tool
Tools
FAQ & Resources
Show Obstac
Zoor
Structure Type
Drilling Rig
On Airport
This structure is a frequency emitter
Latitude
Longitude
Datum
Height
Site Elevation
27.725872
-99.709997
NAD83
180
562
Find Coordinates by Address
Based on the information you provided, you are not required to file notice with the FAA.
Clear
Submit
Print

Exhibit 5

ACORD

CERTIFICATE OF LIABILITY INSURANCE

10/1/2025

DATE (MM/DD/YYYY) 10/1/2024

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

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

producer LOCKTON COMPANIES, LLC 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
1480 Kimmeridge Texas Gas, LLC 840 W. Sam Houston Pkwy N. Suite 400 Houston TX 77024	INSURER(S) AFFORDING COVERAGE — NAIC# insurer a: Underwriters at Lloyds of London — 10736 insurer b: National Liability & Fire Insurance Co — 20052 insurer c: LIoyd's Synd 1183 (Talbot Undwr Ltd) insurer d: QBE UK Limited INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 21025680 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	USGL1513377	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1.000.000 $ 505000 $ 5.000 $ 1,000,000 $ 2,000.000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY A SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	73APB009705	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	* 1,000,000 $ XXXXXXX * XXXXXXX $ XXXXXXX $ XXXXXXX
A C D	X UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	USUMB1513378 CRG355513A24 F24XS2H16423	10/1/2024 10/1/2024 10/1/2024	10/1/2025 10/1/2025 10/1/2025	EACH OCCURRENCE AGGREGATE	$ 25,000.000 $ 25.000,000 $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT APPLICABLE			PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A A A	Operators Extra Expense Pollution XS Pollution	Y	Y	GSRWEL17O5O38 PEN4690524AA PEN4690624AA	10/1/2024 10/1/2024 10/1/2024	10/1/2025 10/1/2025 10/1/2025	See Attached $1M Occur., $2M Agg. $4M Occur., $4M Agg.	

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

CERTIFICATE HOLDER

21025680
For Information Purposes Only

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit 6

Bond No. B016167

Permit Bond

KNOW ALL MEN BY THESE PRESENTS, that we, Kimmeridge Texas Gas, LLC, as PRINCIPAL, and U.S. Specialty Insurance Company as SURETY (authorized to do business in the State of Texas) are held and firmly bound unto THE CITY OF LAREDO, TEXAS, as OBLIGEE, in the penal sum of One Hundred Thousand Dollars ($100,000.00), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Surety represents it is duly authorized by the proper authorities to transact the business of indemnity and suretyship in the state where it executed this Bond, and represents it is qualified to be surety and guarantor on bonds and undertakings, which certificate has not been revoked; and

WHEREAS, the Surety represents it has duly executed a Power of Attorney, appointing the hereinafter named representative as its duly authorized deputy, as the true and lawful Attomey-in-Fact of such Surety, as evidenced by the Power of Attorney attached hereto.

THE CONDITION OF THIS OBLIGATION IS SUCH that the Principal will make payment and reimburse said Obligee for any expenditures made by the Obligee as a result of damages sustained to streets, curbs, gutters, water lines, fire hydrants, and other public property, occasioned in any manner by the principal, his agents, employees, servants, and contractors, under the jurisdiction of the Obligee by virtue of the operation of any equipment by the said Principal, for which a permit is issued to operate.

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said permit as granted by the Obligee, then this obligation to be void; otherwise to remain in full force and virtue.

PROVIDED, HOWEVER, that the Surety herein shall have the right to withdraw as Surety from this Bond and may do so by giving the Principal and the Obligee (30) thirty days written notice to that effect, and at the end of said (30) day notice, the liability of the Surety except as to liabilities or indebtedness already incurred or accrued, shall cease, and this Bond shall thereupon terminate and no longer be in force or effect. Notwithstanding the foregoing, this Bond may be replaced by another bond executed by a surety duly authorized by the proper authorities to transact the business of indemnity and suretyship (as stated above) and such replacement bond shall assume any and all liabilities under this Bond whether past, present and/or future and this Bond shall thereupon immediately terminate and no longer be in force or effect for any liability whatsoever. Lastly, Surety's liability under this Bond shall also terminate upon a written release granted by Obligee.

IT IS FURTHER PROVIDED that regardless of the length of time this bond remains in effect and/or number of claims by the Obligee, the aggregate liability of the Surety hereon shall in no event exceed the Penal Sum of this Bond. Upon payment of any amount by the Surety to the Obligee, the Surety's liability hereunder shall be reduced by the amount of such payment. Surety's liability shall terminate in its entirety upon payment or payments equaling the Penal Sum and this Bond shall at such time no longer be in force or effect.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this 22nd day of July, 2025, the name of each being hereto affixed and duly signed by its undersigned representative, pursuant to authority of it governing body.

Kimmeridge Texas Gas, LLC

By: _____

Matthew Pierce - Authorized Signatory

Name/Title

U.S. Specialty Insurance Company

By: _____

Meredith K. Anderson, Attorney-in-Fact

Name/Title

Exhibit 7

GROUNDWATER PROTECTION DETERMINATION

Form GW-2

Groundwater Advisory Unit

Date Issued:	06 June 2025	**GAU Number:**	396551

Attention:	KIMMERIDGE TEXAS GAS, LLC 730 TOWN AND COUNTRY HOUSTON, TX 77024	**API Number:**	47945382
		County:	WEBB
		Lease Name:	NEEDMORE-SCIBIENSKI D
		Lease Number:	
Operator No.:	100291	**Well Number:**	140H
		Total Vertical	15000
		Latitude:	27.725583
		Longitude:	-99.709672
		Datum:	NAD27

Purpose: New Production Well

Location: Survey-WEBB CSL; Abstract-502; Section-1462

To protect usable-quality groundwater at this location, the Groundwater Advisory Unit of the Railroad Commission of Texas recommends:

The base of usable-quality water that must be protected is estimated to occur at a depth of 1900 feet below the land surface. Moreover, the interval from the land surface to a depth of 100 feet and the fresh water contained in the Carrizo from a depth of 1200 feet to 1600 feet must be isolated from water in overlying and underlying beds.

This recommendation is applicable to all wells within a radius of 1500 feet of this location.

Note: Unless stated otherwise, this recommendation is intended to apply to all wells drilled within 200 feet of the subject well. Unless stated otherwise, this recommendation is for normal drilling, production, and plugging operations only.

This determination is based on information provided when the application was submitted on 06/06/2025. If the location information has changed, you must contact the Groundwater Advisory Unit, and submit a new application if necessary. If you have questions, please contact us at 512-463-2741 or gau@rrc.texas.gov.

Groundwater Advisory Unit, Oil and Gas Division

EXHIBIT "A"

KIMMERIDGE TEXAS GAS, LLC

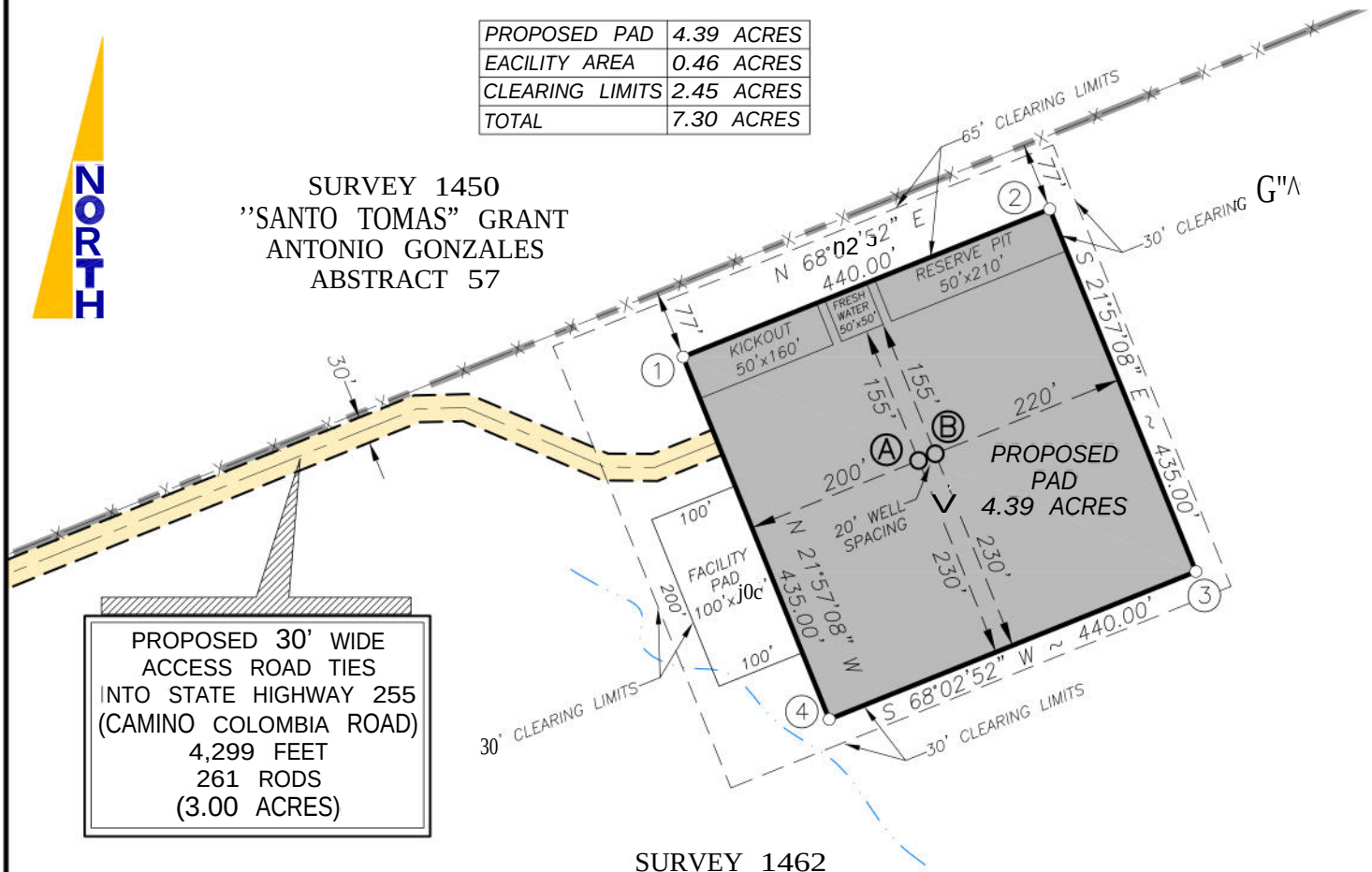
PROPOSED SURFACE USE PLAT

NEEDMORE 140H & 340H
SITUATED IN
SURVEY 1462, WEBB COUNTY SCHOOL LAND, ABSTRACT 502
WEBB COUNTY, TEXAS

PAD CORNER INFORMATION			
CORNER No.	STATE PLANE TX—S NAD27	GEOGRAPHIC NAD83	ELEV.
O	X = 1608390.30 Y = 750373.87	LAT: 27*43'34.26" LONG: 99*42'38.92"	569.4'
②	X = 1608798.40 Y = 750538.35	LAT: 27*43'35.93" LONG: 99*42'34.39"	562.5'
③	X = 1608961.01 Y = 750134.89	LAT: 27*43'31.95" LONG: 99*42'32.54"	556.9'
④	X = 1608552.92 Y = 749970.40	LAT: 27*43'30.28" LONG: 99*42'37.06"	559.3'

WELL INFORMATION			
WELL NAME	STATE PLANE TX-S NAD27	GEOGRAPHIC NAD83	ELEV.
Ⓐ NEEDMORE 140H	X = 1608652.42 Y = 750258.50	LAT: 27*43'33.14" LONG: 99*42'35.99"	561.8'
Ⓑ NEEDMORE 340H	X = 1608670.90 Y = 750266.01	LAT: 27*43'33.22" LONG: 99*42'35.78"	560.0'

PROPOSED PAD	4.39 ACRES
EACILITY AREA	0.46 ACRES
CLEARING LIMITS	2.45 ACRES
TOTAL	7.30 ACRES



GRAPHIC SCALE
100 0 50 WO 200 400
(IN FEET)
1 Inch = 200 Ft.

HOWLAND
ENGINEERING AND SURVEYING CO.
TBPE Firm Registration No. F-4097 TBPLS Firm Registration No. 100464-00 TBPLS Firm Registration No. 10194361
7615 N. Bartlett Avenue, Laredo, TX. 78041 P. 956.722.4411 F. 956.441.0180
4902 Sinclair Road, San Antonio, TX. 78222 P. 210.648.1600 F. 210.648.1605
www.howlandcompanies.com

WARNING: *BASIS OF BEARING: G.P.S. Tx. South Zone, N.A.D.-27.*

THIS PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. HOWLAND ENGINEERING AND SURVEYING CO., INC. ASSUMES NO RESPONSIBILITY TO LOCATE PIPELINE OR CABLE CROSSINGS. NO CLAIM IS HEREBY MADE REGARDING CURRENT OR ACTUAL SURFACE/MINERAL FEE OWNERSHIP OR LESSOR. THIS DRAWING IS MADE EXCLUSIVELY FOR KIMMERIDGE TEXAS GAS, LLC.

LEGEND
= PAD LINE
= pence LINE
= SURVEY LINE
= CREEK

Revision	Date
1	04-25-25
2	05-07-25
3	
4	
5	

FIELD DATE	BOOK	PAGE(s)
04-15-25	1182	12-13
04-17-25	1182	15
04-21-25	1182	18
04-29-25	1182	26-27
05-01-25	1182	29

DRAWN BY:	L.TREVINO
CHECKED BY:	J.SEGOVIA
JOB No.	26936—25
SHEET:	1 OF 1

S:\data\Howland\SURVEYING DEPARTMENT\Jobs\2025\26936-25\CITY OF LAREDO PERMIT PLAT\26936-25.dwg

Attachment 4:

Drill and complete two (2) horizontally drilled oil and gas wells.

Drilling description:

Needmore-Scibienski D 140H / E 340H Pod

The two wells pad with a surface location north of SH 255 in Survey 1462 Webb County School Land Abstract 502 in Webb County, Texas, will be drilled in the 3rd quarter of 2025 using a rig contracted to Kimmeridge Texas Gas, LLC. The pod will be new construction with new facilities and pipeline infrastructure built as required. The target formation for the 140H well is the Eagle Ford Shale and the 340H is the Austin Chalk. The wells will be batch drilled with the surface section of both wells drilled prior to the intermediate of the 340H and last the production sections of both wells. The wells are estimated to require 22 days to drill to total depth of approximately 30,000' measured depth.

Completion description:

"The completion is designed as a slickwater stimulation with 118 stages per well. The duration of the completion phase will be approximately 47 days."

Needmore 12" Pipeline

The pipeline will connect the Needmore-Scibienski D 140H / E 340H wells and other future wells to an existing 10" KTG gathering system located 2.5 miles Southeast of the well pad. The pipeline starting point is at the well pad which has a surface location north of SH 255 in Survey 1462 Webb County School Land Abstract 502 in Webb County, Texas. The pipeline terminates at an existing 10" gathering pipeline above ground riser at 27°42'36.45"N , 99°41'2.40"W coordinates. The pipeline construction will be performed by a contractor under the supervision of Kimmeridge Texas Gas, LLC. The pipeline will be designed to a maximum operating pressure of 1440psig and buried such that the top of pipe will be 6' below grade on the portion within the Laredo city limits. The pipeline has a 12.75 outside diameter, a .375" wall thickness, and has a fusion

bonded epoxy coating on the pipe exterior for corrosion protection. In addition to the coating, we will install cathodic protection on the pipeline for corrosion prevention. The pipeline will had additional above ground appurtenances for future production facility connections and to facilitate pipeline pigging operations.

See attached Plats and Field Notes labeled Exhibit "A" and "B".

Exhibit 10

Kimmeridge Texas Gas

730 Town & Country Blvd
Suite 400
Houston, Texas 77024
713.600.6000
www.ktgllc.com

The undersigned, on behalf of Kimmeridge Texas Gas, LLC ("KTG"), hereby states as follows:

Pursuant to Section 24.73-4, the following is an inventor}-' of drilling equipment to be utilized for the drilling of the Needmore-Scibienski D 140H and Needmore-Scibienski E 340H wells:

- Rig Type: Tier-1 1500 HP Super-Spec Walking Rig
- Derrick & Hoisting System: Capable of 750,000 lb hookload rating
- Mud System: 7,500 psi fluid system powered by three (3) x 1,600 HP mud pumps
- Top Drive: High-Torque Top Drive
- Engines/Power: Four (4) x Caterpillar 3512 generators
- Blowout Prevention Equipment (BOP Stack):
  - Two (2) x 13-5/8" 10M pipe rams
  - One (1) x 13-5/8" 10M blind ram
  - One (1) x 13-5/8" 5M annular
- Other Necessary Appurtenant Equipment: All ancillary controls, monitoring systems, and equipment necessary for safe and compliant drilling operations.

Signed on this the 22nd day of July, 2025.

KIMMERIDGE TEXA^GAS. LLC

By: _____
Jacob Folz, DrilljjKi Manager

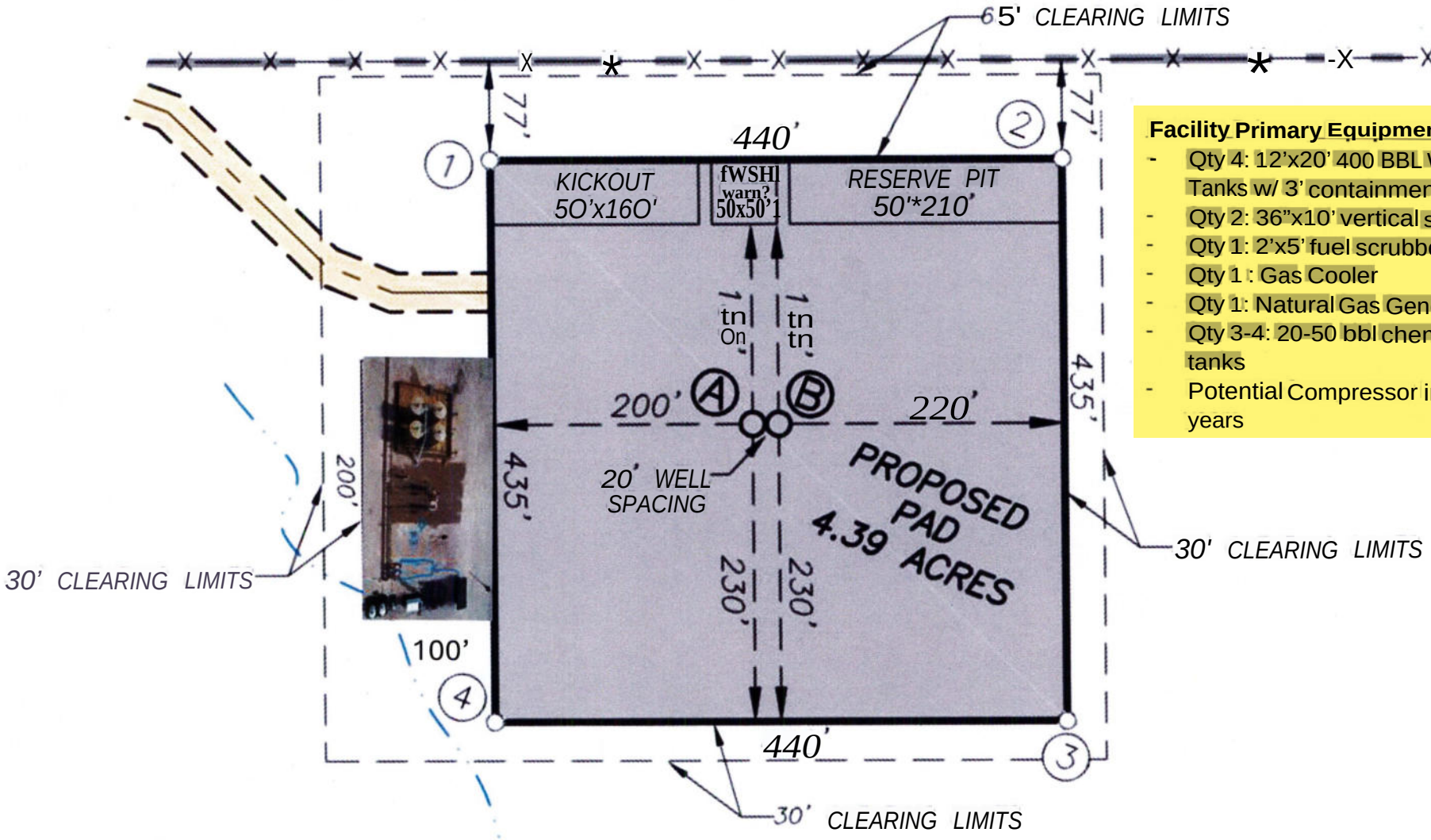
THE STATE OF TEXAS §
COUNTY OF HARRIS §

Subscribed and sworn to before me, by Jacob Folz, Drilling Manager. Kimmeridge Texas Gas, LLC, this ;2;Z-A day of 'Tv/y, 2025, in the capacity stated.

TYLER T. MOODY
Notary Public, State of Texas
Comm. Expires 05-25-2026
Notary ID 131428784

_____
Notary TNjJ^Tic in and for the State of TEXAS

Exhibit 10



Facility Primary Equipment List

- Qty 4: 12'x20' 400 BBL Water Tanks w/ 3' containment wall
- Qty 2: 36"x10' vertical separators
- Qty 1: 2'x5' fuel scrubber
- Qty 1 : Gas Cooler
- Qty 1: Natural Gas Generator
- Qty 3-4: 20-50 bbl chemical tote tanks
- Potential Compressor install in 2 years

Kimmeridge Texas Gas

730 Town & Country Bh d
Suite 400
Houston, Texas 77024
713.600.6000
www.ktgllc.com

June 24. 2025

The undersigned, on behalf of Kimmeridge Texas Gas. LLC ("KTG"), hereby states as follows:

1. KTG agrees to present any evidence to the Laredo City Council, in addition to that which is required under Section 24-73 of the Land Development Code, as may be requested by the City Council.

2. To the best of KTG's belief, the proposed drilling, completion, and production operations can be conducted safely.

3. KTG hereby authorizes the City of Laredo to expend such funds as may be necessary under the direction and advice of the Texas Railroad Commission, under the circumstances, to regain well control.

4. KTG hereby agrees to file with the Office of the Superintendent and/or Planning and Zoning Department the reports required under Section 24-73 of the Land Development Code.

Signed on this the 24 day of June, 2025.

KIMMERIDGE TEXAS GAS, LLC

By: _____
Tannar Sykes, VP – Land & Legal

THE STATE OF TEXAS §
COUNTY OF HARRIS §

Subscribed and sworn to before me. by Tanner Sykes. Vie^TrSsident – Land & Legal. Kimmeridge Texas Gas. LLC. this 24th day of June. 2025. in the capacity stated.

BRITTANY ALEXANDRA THAMES
My Notary ID# 129155607
Expires March 28, 202/

_____
Notary Public in ancfror the State of TEXAS

Exhibit 12

fell:	Needmore Scibienski D 140H	State:	Texas	X Coord:	1608652	Directional:	
e:	Nabors X33	County:	Webb	Y Coord:	750258	MWD:	
PI #:	42-479-45382	GAU#:	396551	RKB:	32.5	Mud:	
FE:	481	Drill Order:	TBD	Grd Lvl:	285	Cement:	
?rmit No:	908348						

Needmore Scibienski D 140H — Kimmeridge Texas

BHA Information

12-1/4" SURFACE

24 - 30	5.5" DP (Delta576)
1	5.5" HWDP (TSDS55)
2	X/O 6-5/8"REG pin, Delta544 box
1	8" NMDC Slick
1	UBHO
1	11-3/4" 3 Blade Spiral Stabilizer
Motor	8-3/8" 7/8 7.0 FBH 1.5° (11-3/4" NBS) (0.18 RPG) (PV FT-003)
Bit	13.5" TBD

Have a backup 8-3/8" 7/8 7.0 FBH 1.5° (11-3/4" NBS) and 8-3/8" 7/8 7.0 FBH 2.00° (Slick)

Confirm BHA with engineer(s) prior to P/U

8-3/4" VERTICAL / CURVE

1	5.5" TSDS55 x 5.875" Delta576
1	Drill n Ream
1	(1) Joint of 5.5" DP (TSDS55)
1	Float Sub
Motor	7" 5/6 8.6 w/ 8.25" NBS
1	RlpStkk
1	Filler Sub
1	NMPC
1	8.5" NM Spiral Stab
1	NMDC
1	HF Shockmiser
RSS	PD Orbit w/ 8.5" stab
Bit	8.75" TBD (TFA: 0.664)

CUTTECOL

Drilling Parameters

TD RPM:	50 - 100 RPM
Max WOB:	80 klbs
Max ROP:	1500 ft/hr
Max Torque:	< 38K ft-lbs
Max DiffP:	1,550 psi
Flow Rate:	900GPM

Confirm DAS Optimization Mode Parameters per DAS Roadmap

TD RPM:	50 - 80 RPM
Max WOB:	75 klbs
Max ROP:	500 ft/hr
Max Torque:	< 38K ft-lbs
Max DiffP:	1,635 psi
Flow Rate:	650 - 750 GPM

TD RPM:	0 - 30 RPM
Max WOB:	75 klbs
Max ROP:	500 ft/hr
Max Torque:	< 38K ft-lbs
Max DiffP:	1,635 psi
Flow Rate:	650 - 750 GPM

TD RPM:	70 - 80 RPM
Max WOB:	75 klbs
Max ROP:	500 ft/hr
Max Torque:	< 38K ft-lbs
Max DiffP:	1,635 psi
Flow Rate:	650 - 750 GPM

Utilize DAS DiffP and Temp Derating
Confirm DAS Optimization Mode Parameters per DAS Roadmap

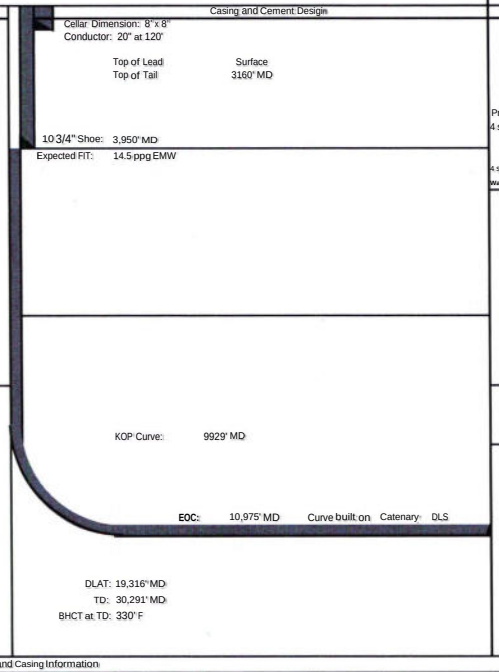
Formation Tops

MD	TVD	
1,900' MD	1,900' TVD	GAU
1,000' - 1,600'	1,000' - 1,600'	Carrizo
3,585' MD	3,577' TVD	Lobo 6
3,847' MD	3,838' TVD	Lobo 6 Base
4,682' MD	4,667' TVD	Navarro
4,702' MD	4,687' TVD	Navarro Base
4,929' MD	4,910' TVD	Escondido 3
5,084' MD	5,061' TVD	Escondido 3 Base
5,992' MD	5,946' TVD	Olmos
7,212' MD	7,127' TVD	Olmos B
7,808' MD	7,705' TVD	Olmos C
8,590' MD	8,467' TVD	San Miguel
8,697' MD	8,573' TVD	San Miguel Base
9,583' MD	9,454' TVD	Anacacho
10,124' MD	9,906' TVD	Austin Chalk
10,675' MD	10,415' TVD	Lower Eagleford

NEEDMORE - SCIBIENSKI D 140H — NEEDMORE - SCIBIENSKI E J40H

WELL LAYOUT

Casing and Cement Design



Mud

Surface Hole - Fresh Water

Density (ppg):	84-9.5
PV (cP):	1-3
YP (lb/100ft2):	1-3
LGS %:	<6%
pH:	6.5 - 7.0
FV:	28-32

Pre-Treat with 6x 5 gal soap and 1.0 ppb SAPP; 4 sks SAPP / 5 stds; 3 soap and 2 SAPP sticks per stand

Drilling Treatment

4 sks SAPP / 5 stands drilled

Walnut and lawdust sweeps every other stand

Production Hole - OBM (Clay Free)

Density (ppg):	11.5-13.5
PV (cP):	20-25
YP (lb/100ft2):	>10
LGS %:	<8%
HTHP	< 10
ES:	>600
OWR:	75/25

LCM Treatment

Refer to Pre-Spud Handout

Adjust volume and concentrations accordingly. Verify concentrations with down hole tool providers.

Weight up Schedule

Drill Out	11.5
Tangent	11.5-12.0
Curve	12.0-13.0
Lateral (TD)	13.0-13.5

Cement

Surface Cement to Surface

System:	Spacer	Lead	Tail	Dis
Fluid:	H20	ECONOCEM	HALCEM	FV
Volume (bbl):	50			
Density (ppg):	8.3	12	15	8.
Yield (ft3/sk):	n/a	1.92	1.06	
Mix H20 (gal/sk):	n/a	11.02	5.06	

100% Excess Lead / 30% Excess Tail

Surface Lead Cement

ECONOCEM Cement

Top of Lead: Surface

Surface Tail Cement

HALCEM Cement lbs/

Tail Fill: 790' MD lb/<

Top of Tail: 3,160' MD

Displace with fresh water

Production Hole

System:	Tuned		Primary	Dis
Fluid:	Spacer		THERMACEM	NaC
Volume (bbl):	75	n/a		
Density (ppg):	14.5	n/a	14.8	10.1
Yield (ft3/sk):	n/a	n/a	1.337	
Mix H20 (gal/sk):	n/a	n/a	5.7	

20% Excess on Primary Cement / TOC 2,000' inside casing

Primary Cement

THERMACEM lb/s

HR-12 2 %

Estimated TOC: 1,950' MD

Displace first 5 bbls with HR-25 treated water (Retarder Water), drop plug, displace 35 bbls HR-25 treated water, remaining displacement with 10.0# N< brine (with biocide). Rupture disc/plug and overdisplace by 15 bbl

Wellhead and Casing Information

Casing	Length (from KB)	OD	Weight	Grade	Connection	Minimum MUT ft*lbs	Optimum MUT ft*lbs	Max MUT ft-lbs	Max Operating Toroue ft*lbs	ID	Tensile kips	Collapse psi	Burst psi	Shoetrack # of jts	Centralizers	Necessary Equipment/Personnel
Conductor	120'	20"			Welded					19.25				N/A	N/A	N/A
Surface	3,950	10 3/4"	45.5#	J55	BTC			Triangle		9.950	715	2,090	3,580	2	Bowspring every other joint to surface (Rig Bid)	CRT
Production (Top)	Surface - 7,000'	5 1/2"	23<	VA-XP-P110	TEC-LOCK WEDGE (TLW)	15,100	18,800	41,100	41,100	4.67	729	15,650	15,770	-	One single piece bow centralizer every other jt from shoe to 2,000' inside Surface Csg (Eagle Ford / Olmos)	CRT / Torque Turn / Thread Rep
Production (Bottom)	7,000' - 30,291'	5 1/2"	23#	VA-EP-P110	TEC-LOCK WEDGE (TLW)	16,600	20,700	44,700	44,700	4.67	759	16,350	16,510	Wetshoe (TLW)	One single piece bow centralizer every other jt from shoe to 2,000' inside Surface Csg (Eagle Ford / Olmos)	CRT / Torque Turn / Thread Rep

Floatation Sub	(Arsenal) 5-1/2" 23# STANDARD body with TLW connection and 8,500 psi Burst Disk. Placed at the base of the curve.
Marker Joints	First marker joint run 4 joints back from wet shoe (175' back)
	Second marker joint placed 2 joints above the floatation sub.
Wetshoe Plug	Arsenal Wetshoe Displacement Plug - 5.5" x 3.75" Dual Latch-In with 2,500 psi Burst Rating

Wellhead Data	
Type	Cactus CTF-Q
Casing Head	9-5/8" 5M
Mandrel Hanger	Stainless Steel Solid Body with Tec-Lock Wedge
Tubing Head	11" 5Kx 5-1/8" 15M FFTrim
BPV	4-13/16" Type H

rawn By: Jason Argueta | Date: 7/22/2025 | Version: 1 | Well Plan Version:

	Needmore Scibienski E 340H	State:	Texas	X Coord:	1,608,671	Directional:	
	Nabors X33	County:	Webb	Y Coord:	750,266	MWD:	
	42-479-45383	GAU#	396551	RKB:	32.50	Mud:	
	482	Drill Order:	TBD	Grd Lvl:	285	Cement:	
mit No:	908350						

Needmore Scibienski E 340H

Kimmeridge Texas C

BHA Information

	5.5" DP (Delta576)	
24 - 30	5.5" HWDP (TSDS55)	
2	8" NMDC Slick	
1	UBHO	
1	8" Shock Sub (6-5/8 Reg)	
1	17" Straight Blade Stabilizer	
Motor	1.50° 9-5/8" x 8-3/4" 7/8 7.0 FBH with 1/2" UG NBS (0.18 RPG) with float	
Bit	17.5" TBD (6 x 12s; TFA: 0.66)	
	5.875" DP (Delta576)	
24 - 30	5.5" HWDP (GPDS55)	
	Float Sub, UBHO XF, (2) 8" NMDC Slick	
1	Roller Reamer	
Motor	8-3/4" 7/8 7.0	
1	12-1/8" NM Spiral Stabilizer	
1	Filter Sub	
RSS	PD Orbit 900	
Bit	12.25" TBD (6 X 14s; TFA 0.9)	
1	5.5" TSDS55 x 5.875" Delta576	
1	Drill n Ream	
1	(1) Joint of 5.5" DP (TSDS55)	
1	Float Sub	
Motor	7" 5/6 8.6 w/ 8.25" NBS	
1	RipStick	
1	Filter Sub	
1	NMPC	
1	8.5" NM Spiral Stab	
1	NMDC	
1	HF Shockmiser	
RSS	PD Orbit w/ 8.5" stab	
Bit	8.75" TBD (TFA: 0.664)	
1	5.5" TSDS55 x 5.875" Delta576	
1	Drill n Ream	
1	(1) Joint of 5.5" DP (TSDS55)	
1	Float Sub	
Motor	7" 5/6 8.6 w/ 8.25" NBS	
1	RipStick	
1	Filler Sub	
1	NMPC	
1	8.5" NM Spiral Stab	
1	NMDC	
1	HF Shockmiser	
RSS	Orbit G2w/ 8.5" stab	
Bit	8.75" TBD (TFA: 0.664)	

RSS Options to have on location
AEP - PD/G2 Orbit
Learn - Revo

Drilling Parameters

TDRPM:	50 - 80 RPM
Max WOB:	20 - 40 lbs
Max ROP:	200 - 500 ft/hr
Max Torque:	<38Kft-lbs
Max DiffP:	1,600 psi
Flow Rate:	900 - 1,000 GPM
	Confirm DAS Optimization Mode Parameters per DAS Roadmap
TDRPM:	50 - 100 RPM
Max WOB:	75 klbs
Max ROP:	1,000 ft/hr
Max Torque:	<38Kft-lbs
Max DiffP:	1,600 psi
Flow Rate:	900 - 1,000 GPM
	Confirm DAS Optimization Mode Parameters per DAS Roadmap
TDRPM:	50 - 70 RPM
Max WOB:	65K lbs
Max ROP:	1,000 ft/hr
Max Torque:	<38Kft-lbs
Max DiffP:	1,200 psi
Flow Rate:	600 - 700 GPM
	Confirm DAS Optimization Mode Parameters per DAS Roadmap
TDRPM:	0 - 30 RPM
Max WOB:	65 klbs
Max ROP:	500 ft/hr
Max Torque:	<38Kft-lbs
Max DiffP:	800 psi
Flow Rate:	600 - 700 GPM
	Confirm DAS Optimization Mode Parameters per DAS Roadmap
TDRPM:	50 - 100 RPM
Max WOB:	65 klbs
Max ROP:	750 ft/hr
Max Torque:	<38Kft-lbs
Max DiffP:	Auto Diff Derate
Flow Rate:	600 - 700 GPM
	Utilize Pason DiffP Derating
	Confirm DAS Optimization Mode Parameters per DAS Roadmap

Formation Tops

MD	TVD	
1,900' MD	1,900' TVD	GAU
3,847' MD	3,838' TVD	Lobo 6 Base
4,682' MD	4,667' TVD	Navarro
4,702' MD	4,687' TVD	Navarro Base
4,929' MD	4,910' TVD	Escondido 3
5,084' MD	5,061' TVD	Escondido 3 Base
5,992' MD	5,946' TVD	Olmos
8,590' MD	8,467' TVD	San Miguel
8,697' MD	8,573' TVD	San Miguel Base
9,583' MD	9,454' TVD	Anacacho
10,124' MD	9,906' TVD	Austin Chalk

7

NEEDMORE- SCIBIENSKI D 14H20H NEEDMORE - SCIBIENSKI 540h

WELL LAYOUT

Casing and Cement Design

Cellar Dimension: 8' x 8'
Conductor: 20" at 120'

Surface Casing Cement Tops
Top of Lead: Surface
Top of Tail: 1,600' MD

Surface Casing MUST be set 0'-200' below GAU unless exception granted

13 3/8" Shoe: 2,000' MD
Expected FIT: 13.5 ppg EMW

Intermediate Casing Cement Tops
Top of Lead: Surface
Top of Tail: 8,025' MD

9 5/8" Shoe: 9,025' MD
Expected FIT: 17.5 ppg EMW

Production Casing Cement Tops
Top of Tail: 7,025' MD

KOP: 9,440' MD

LP: 10,486' MD Curve on Catenary

DLAT: 19,262' MD
TD: 29,748' MD
BHCT at TD: 330° F

Drilling Fluids Program

Surface Section - Fresh Water/ WBM

Density (ppg):	8.4
PV(cP):	1-3
YP(lb/100ft2):	1-3
LGS%:	<6%
pH:	6.5 - 7.0
FV:	28-32

Pre-Treat with 64x 5 gal soap and 1.0 ppb SAPP; 4 sks SAPP / 5 stds; 3 soap and 2 SAPP sticks per stand

Drilling Treatment

4 sks SAPP / 5 stands drilled
Walnut and sawdust sweeps every other stand

Intermediate Hole - OBM (Clay Free)

Density (ppg):	10.0 - 10.5
PV(cP):	20-25
YP(lb/100ft2):	>9
LGS%:	<8%
HTHP	< 15
ES:	>600
OWR:	75/25

Production Section - OBM (Clay Free)

Density (ppg):	14.0-15.5
PV (cP):	18-35
YP(lb/100ft2):	>10
LGS%:	<8%
HTHP	<15
FV:	48-55
ES:	> 500
OWR:	75/25

LCM Treatment
Refer to Pre-Spud Handout
Adjust volumes and concentrations accordingly. Verify concentrations with down hole tool providers.

Weight/UB Sche dule (Production)

Drill Out	14.0
Intermediate	14.0
Curve (Drill out)	14.0
Lateral (TD)	14.0-15.5

Solids Control
Reclaim fluids as much as possible in the int
Run centrifuge at low feed rate in curve / lateral to manage LGS, do not reclaim fluids in the Lateral.

Cement Program

Surface Section

System:	Spacer	Lead	Tail	Displaceme
Fluid:	H20	EXTANDACEM	HALCEM	Freshwate
Volume (bbl):	50			
Density (ppg):	8.3	12.0	15.0	8.3
Yield (ft3/sk):	n/a	1.92	1.06	
Mix H20 (gal/sk):	n/a	11.02	5.06	

30% Excess Tail / 300' Fill Tail 100% Excess Lead

Surface Lead Cement

EXTENDACEM Cement

Top of Lead: Surface

Surface Tail Cement

HALCEM Cement lb/sk
Tail Fill: 400' MD
Top of Tail: 1,600' MD

Displace with fresh water

Intermediate Section

System:	Tuned	Lead	Tail	Displaceme
Fluid:	Spacer	NEOCEM	THERMACEM	Freshwate
Volume (bbl):	50			
Density (ppg):	12	12	16.0	8.3
Yield (ft3/sk):	n/a	1.51	1.48	
Mix H20 (gal/sk):	n/a	7.14	5.85	

30% Excess Tail / 1,000' Fill Tail / 30% Excess Lead

Lead Cement

NEOCEM lb/sk

Estimated TOL: Surface

Tail Cement

THERMACEM lb/sk

Estimated TOT: 8,025' MD n/a

Displace with fresh water

Production Section

System:	Tuned		Primary	Displaceme
Fluid:	Spacer		THERMACEM	NaCL
Volume (bbl):	75	n/a		
Density (ppg):	16	n/a	16.0	10.0
Yield (ft3/sk):	n/a	n/a	1.48	
Mix H20 (gal/sk):	n/a	n/a	5.85	

20% Excess on Primary Cement / TOC 2,000' inside casing

Primary Cement

THERMACEM lb/sk
HR-12 2 %

Estimated TOC: 7,025' MD

Displace first 5 bbls with HR-25 treated water (Retarder Water), drop plug, displace 35 bbl 25 treated water, remaining displacement with 10.0# NaCL brine (with biocide). Ruptur disc/plug and overdisplace by 15 bbl

Casing Information

Casing	Length (from KB)	OD	Weight	Grade	Connection	Minimum MUT ftlbs	Optimum MUT ftlbs	Max MUT ftlbs	Max Operating Torque ftlbs	ID	Tensile kips	Collapse psi	Burst Psi	Shoetrack ft of jts
Conductor	120'	20"			Welded				N/A	19.25				N/A
Surface	2,000	13 3/8"	68#	J55	BTC			Triangle		12.415	1,069	1,950	3,450	2
Intermediate	9,025	9 5/8"	40#	P110HC	BTC			Triangle		8.835	1,260	4,230	7,910	2
Production (Top)	Surface - 7,000'	5 1/2"	23#	VA-XP-P110	TEC-LOCK WEDGE (TLW)	15,100	18,800	41,100	41,100	4.67	729	15,650	15,770	-
oduction (Bottom)	7,000' - 31,845'	5 1/2"	23#	VA-EP-P110	TEC-LOCK WEDGE (TLW)	16,600	20,700	44,700	44,700	4.67	759	16,350	16,510	Wetshoe (TLW)

Floatation Sub	(Arsenal) 5-1/2" 23# STANDARD body with TLW connection and 8,500 psi Burst Disk. Placed at the base of the curve.
Marker Joints	First marker joint run 4 joints back from wet shoe (175' back). Second marker joint placed 2 joints above the floatation sub.
Wetshoe Plug	Arsenal Wetshoe Displacement Plug - 5.5" x 3.75" Dual Latch-In with 2,500 psi Burst Rating

Centralizers	Necessary Equipment/Personnel
N/A	N/A
Bowspring every other joint to surface (Rig Bid)	CRT
Bowspring every other joint to surface (Rig Bid)	CRT
One solid body centralizer every other joint from BOC to 2,000' inside Int Csg (Eagle Ford)	CRT / Torque Turn / Thread Rep
One solid body centralizer every other joint from BOC to 2,000' inside Int Csg (Eagle Ford)	CRT / Torque Turn / Thread Rep

Wellhead Data

Type	Cactus MBU-T-CFL SafeDrill
Casing Head	13-3/8" 10M with 3-1/8" surface & 3-1/16" intermediate valve
Mandrel Hanger	Inconel Solid Body with Tec-Lock Wedge (TLW)
Tubing Head	11" 10K x 5-1/8" 15K FF Trim
BPV	4-13/16" Type H

wn By: Jason Argueta Date: 7/22/2025 Version: 1 Well Plan Version:


ZC-060-2025
ATTENTION
PROPOSED (Oil & Gas)
SPECIAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613
WARNING
UNDER TEXAS LAW
(Chapter 75A, Civil Practice & Law Remedies Code)
An Agritourism Entity Is Not Liable For Any Injury To Or Death Of An Agritourism Participant Resulting From An Agritourism Activity.
ZC-059-2025
ATTENTION
PROPOSED (Oil & Gas)
SPECIAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR OIL AND/OR GAS EXTRACTIONS (WELL SITE B) ON APPROXIMATELY 4.39 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN "EXHIBIT 1", LOCATED NORTH OF STATE HIGHWAY 255 AND EAST OF FM 1472; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for oil and/or gas extractions (well site B) on approximately 4.39 acres, as further described by metes and bounds in "Exhibit 1", located north of State Highway 255 and east of FM 1472; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on August 21, 2025; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Special Use Permit; and,

WHEREAS, notice of the Special Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on September 15, 2025, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit (SUP) for oil and/or gas extractions (well site B) on approximately 4.39 acres, as further described by metes and bounds in "Exhibit 1", located north of State Highway 255 and east of FM 1472.

Section 2: The Special Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The Special Use Permit is issued to Kimmeridge Texas Gas, LLC, and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted to site plan, as per Exhibit "1", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the drilling procedure description, Exhibit "10", which is made part hereof for all purposes.
4. The Special Use Permit must abide by statements in letter, Exhibit "11", which is made part of hereof for all purposes.
5. The Special Use Permit shall comply with all fire code requirements including the location and treatment of the premises.
6. The Special Use Permit shall comply with all rules and regulations of the Laredo Land Development Code, Section 24-73: Oil and Gas Extraction & Production Specific Use Zoning Overlay District and Permit Requirements.
7. The Special Use Permit shall be subject to an annual inspection.
8. The use authorized by the special use permit is required to abide by all relevant municipal codes.

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 9/15/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 7.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a restaurant serving alcohol on Lot 5, Block 1, Trautmann M & I Subdivision located at 8601 McPherson Road.

The Planning and Zoning Commission recommended support of the proposed special use permit and staff supports the application.

ZC-063-2025
District VI

Council District: District 6 **Zone Case:** ZC-063-2025

Letters sent to property owners: 23

In Favor (within 200 radius): 2
Opposed (within 200 radius): 1

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the special use permit.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-063-2025 – Comprehensive Plan Alignment

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1. Level of Alignment

☑ **Moderate** – Indirectly supports or contributes to the intent of a verbatim goal or policy.

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2. Supporting Goal(s)/Policy(ies)

Policy 9.2.3

"Encourage neighborhood-serving commercial uses in appropriate locations, and ensure that such uses are designed and managed in ways that are compatible with surrounding neighborhoods."
— Page 9.34, Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The proposed restaurant is located within an existing commercial area and complies with required parking standards. It is surrounded on most sides by similar commercial uses and is located on a major arterial (McPherson Road). Although there are single-family residential properties to the east, staff recommends several operational conditions—such as restricted hours, no outdoor music, and landscaping buffers—to reduce adverse impacts, suggesting partial compatibility with the adjacent neighborhood.

Goal 3.1

"Promote compact, walkable commercial and mixed-use development patterns that reduce vehicle trips and support vibrant neighborhoods."
— Page 3.13, Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
This proposal situates a neighborhood-serving restaurant in a designated Neighborhood Mixed Use area and encourages activity within a commercial corridor. The land use context supports mixed-use integration, although the site is primarily auto-oriented. No walkability improvements are proposed, but the location itself contributes to infill development within a commercial node.

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3. Summary of Alignment

The proposed Special Use Permit (SUP) for a restaurant serving alcohol at 8601 McPherson Road demonstrates **Moderate alignment** with the Viva Laredo Comprehensive Plan. The location is within a **Neighborhood Mixed Use** area and is surrounded by similar commercial activities, which supports **Policy 9.2.3** regarding neighborhood-serving commercial uses.

While the proposal may pose minor impacts to the residential uses to the east, these are mitigated through staff-recommended conditions, such as limited hours, fencing, and prohibition of outdoor music. These efforts align with the policy's emphasis on compatibility.

Additionally, the development supports **Goal 3.1** by reinforcing commercial activity within a key arterial corridor, though it falls short of actively promoting walkability or multimodal access.

This item intersects with planning themes of **economic development**, **land use compatibility**, and **urban design**, while making only limited contributions to **mobility**, **sustainability**, or **public health**.

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4. Additional Requirements

All cited goals and policies are quoted verbatim from the *Viva Laredo City of Laredo Comprehensive Plan*. While the proposed SUP supports mixed-use commercial development goals, it does so indirectly and with mitigated neighborhood impact, warranting a **Moderate** level of alignment.

City Council-Regular Meeting

Date:	9/15/2025
Initiated By:	Ramon Chavez, Assistant City Manager
Initiated By:	Mei Wah, Inc., Owner; Evelin M. Ceniceros Mujica, Applicant; Gustavo Guerrero, Representative
Staff Source:	Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a restaurant serving alcohol on Lot 5, Block 1, Trautmann M & I Subdivision located at 8601 McPherson Road.

The Planning and Zoning Commission recommended **approval** of the proposed special use permit and staff **supports** the application.

ZC-063-2025
District VI

PREVIOUS COUNCIL ACTION
None.

BACKGROUND

Council District: VI – Dr. David Tyler King

Proposed use: The proposed use is for a restaurant serving alcohol.

Site: The site is currently occupied by a commercial structure.

Minimum Zoning District Required for Proposed Use: B-1 (Limited Commercial District) with a special use permit.

Current Zoning District: B-3 (Community Business District)

Surrounding land uses: To the north is Rodriguez Antonio C MD FAAP, Purvi Gala(Optometrist), and Raul's BBQ. To the east of the site is single family residential uses. To the south of the site is a commercial plaza which includes, Que Sabrossas, Laredo Tactical, Cinco Villa, etc. To the west of the site is McPherson Road.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed Use.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies McPherson Road as Major Arterial.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 23 **In Favor:** 2 **Opposed:** 1

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the special use permit.

STAFF RECOMMENDATION

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects, such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for those restaurants located in R-O, B-1, B-3 districts that wish to serve alcoholic beverages. The property is in a B-3 (Community Business District) zoning district.

Staff supports the proposed special use permit for the following reasons:

1. The proposed use meets the required parking requirement as per the Laredo Land Development Code Section 27.78.3.

- Total parking spaces required for the proposed restaurant serving alcohol = 70 parking spaces

- Actual amount identified on site plan = 70 parking spaces

- Therefore, the proposed site meets the required parking spaces.

2. There are similar uses within the vicinity of the proposed site.

3. The proposed use is 75% in compliance with the distance requirement. There will not be an outdoor patio. Therefore, it is anticipated there will not be a noise nuisance to the surrounding neighborhood or area.

General Comments:
1. The approval of the special use permit does not guarantee the issuance of the building permit, certificate of occupancy, or any other permit which may be required.

2. Any use allowed under the current zone or proposed special use permit is required to abide by all relevant municipal codes.

If approved, Staff suggest the following conditions:

1. The Special Use Permit is issued to Evelyn M Ceniceros Mojica, and may only be transferred upon application to and with the express permission of the City Council.

2. The Special Use Permit is restricted to site plan, as per Exhibit A, which is made part hereof for all purposes.

3. The hours of operation shall be limited to, from Sunday to Thursday 11:00am to 12:00am (midnight) and Friday to Saturday 11:00am to 1:00am.

4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.

5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.

6. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines in which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.

7. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.

8. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.

9. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.

10. The site plan submitted does not identify an outdoor patio. However, with or without an outdoor patio, there shall not be any outdoor speaker or outdoor music that is perceptible to any property adjoining the subject property.

11. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.

12. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.

13. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.

14. The restaurant shall undergo an annual Fire Inspection.

15. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual) b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.

16. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.

17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not exceed the required alcohol sales percentage).

18. The restaurant shall provide the City of Laredo, Building Development Services Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

19. A business entity, which has been granted a SUP, is required to report (on a form approved by the Building Official of designee) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Building Official or designee. Any change in ownership interest shall be deemed a transfer of the business and shall require Council approval of the transfer of the existing SUP.

20. Failure to comply (# 19 condition) above, shall render the existing SUP null, void and of no force or effect.

21. The use authorized by the special use permit is required to abide by all relevant municipal codes.

IMPACT ANALYSIS

Is this change contrary to the established land use pattern?
There is similar uses within the vicinity of the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The zoning will not change.

Will change adversely influence living conditions in the neighborhood?
Possibly due to the single family residential uses to the east of the site.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The underlying zone requires the special use permit overlay to allow for a restaurant serving alcohol.

Attachments:

Comp Plan Alignment

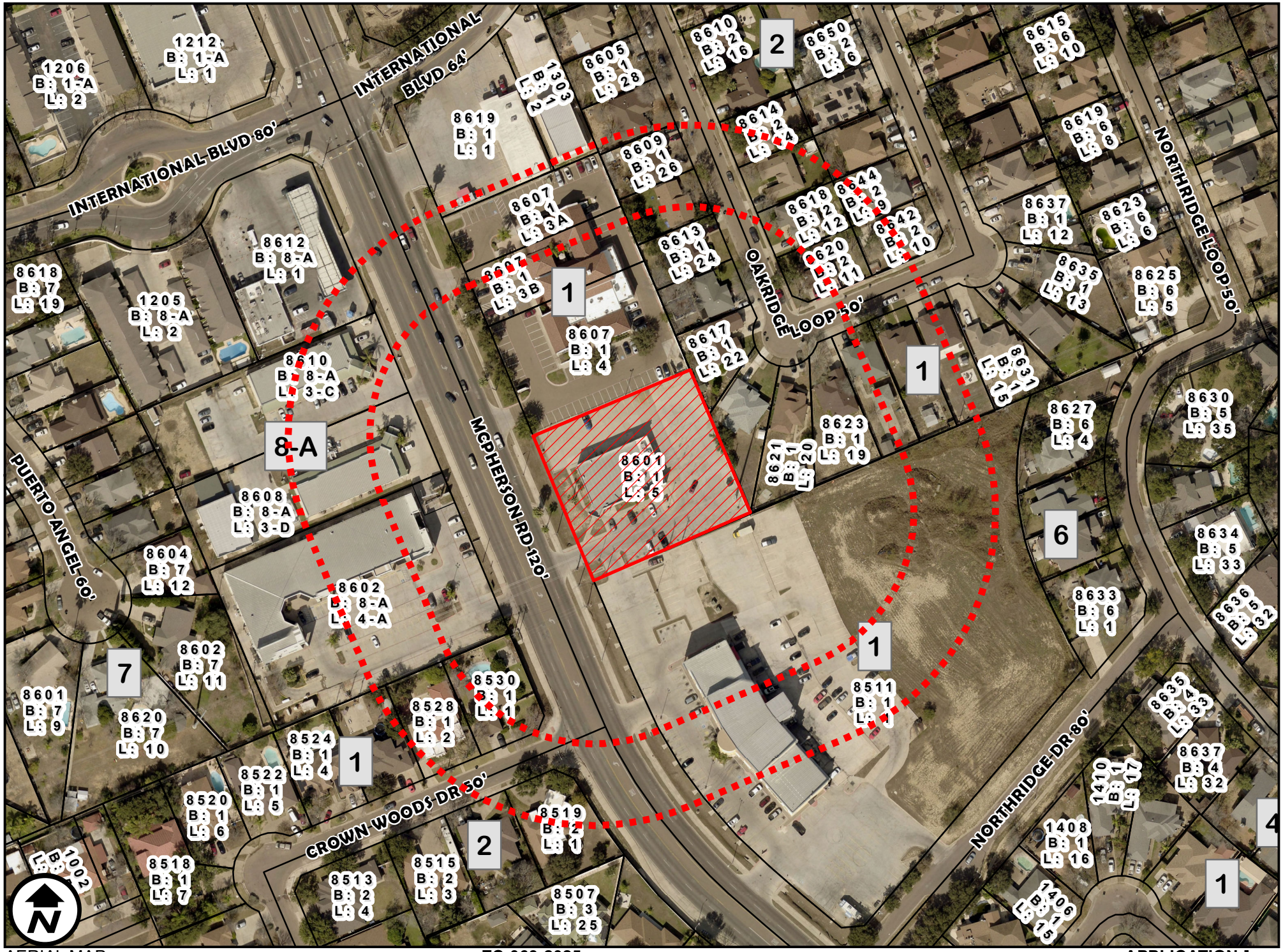
Maps

Narrative

Site Plan

Zone Change Signage

Draft Ordinance

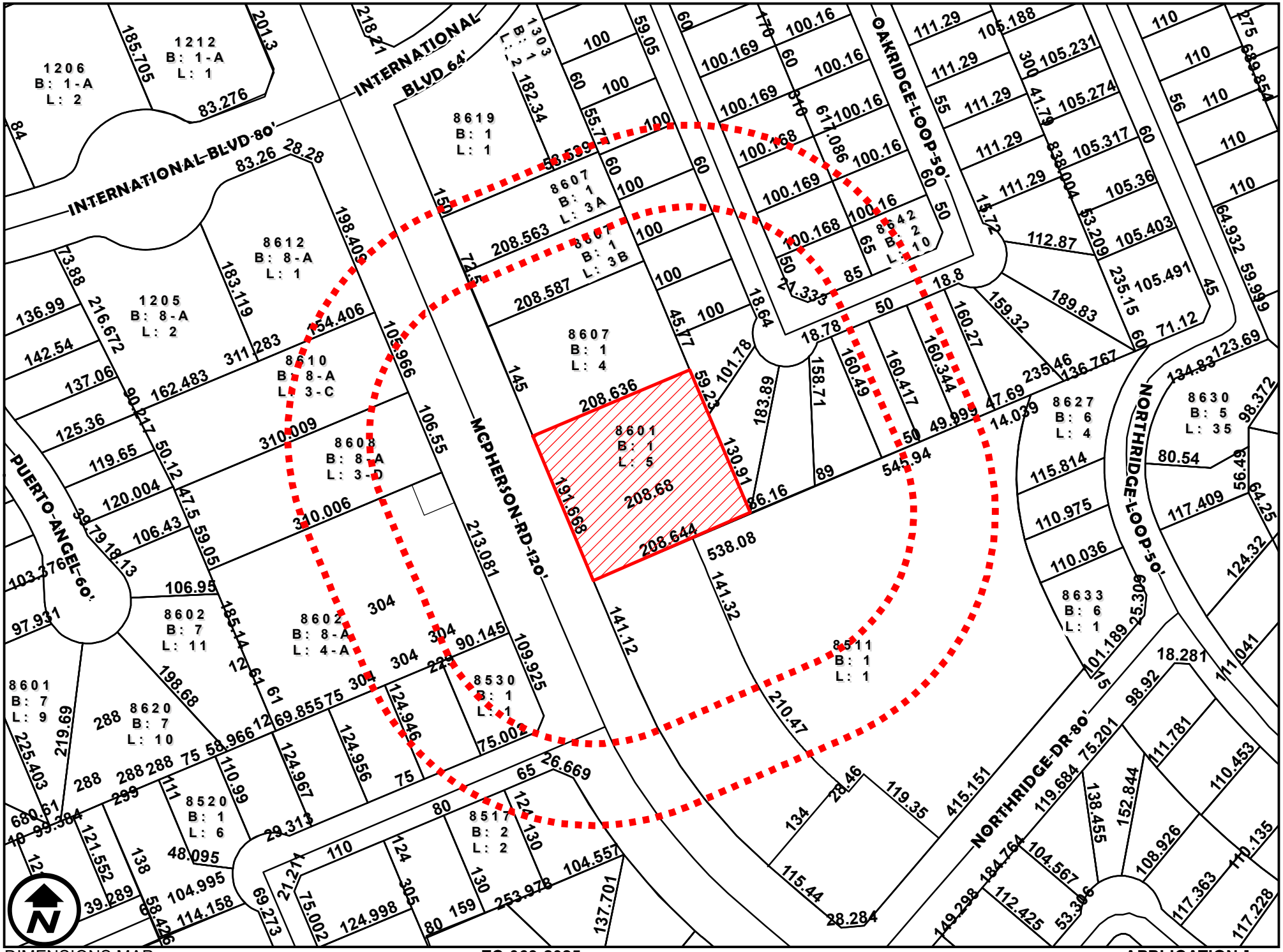


AERIAL MAP

1 inch = 150 feet

ZC-063-2025
COUNCIL DISTRICT 6
8601 MCPHERSON ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P FOR RESTAURANT SERVING ALCOHOL

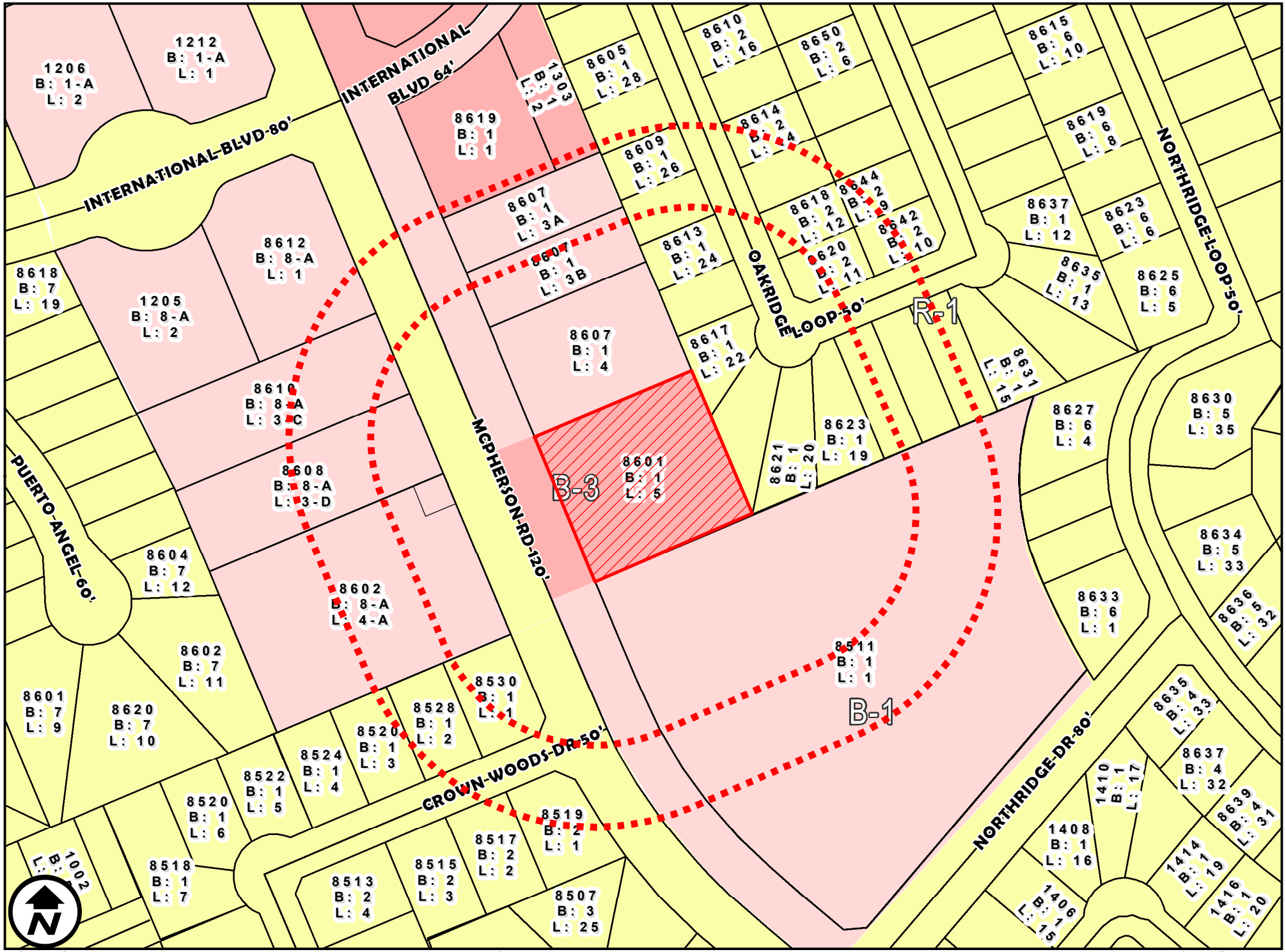


DIMENSIONS MAP

1 inch = 150 feet

ZC-063-2025
COUNCIL DISTRICT 6
8601 MCPHERSON ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) T
S.U.P FOR RESTAURANT SERVING ALCOHOL

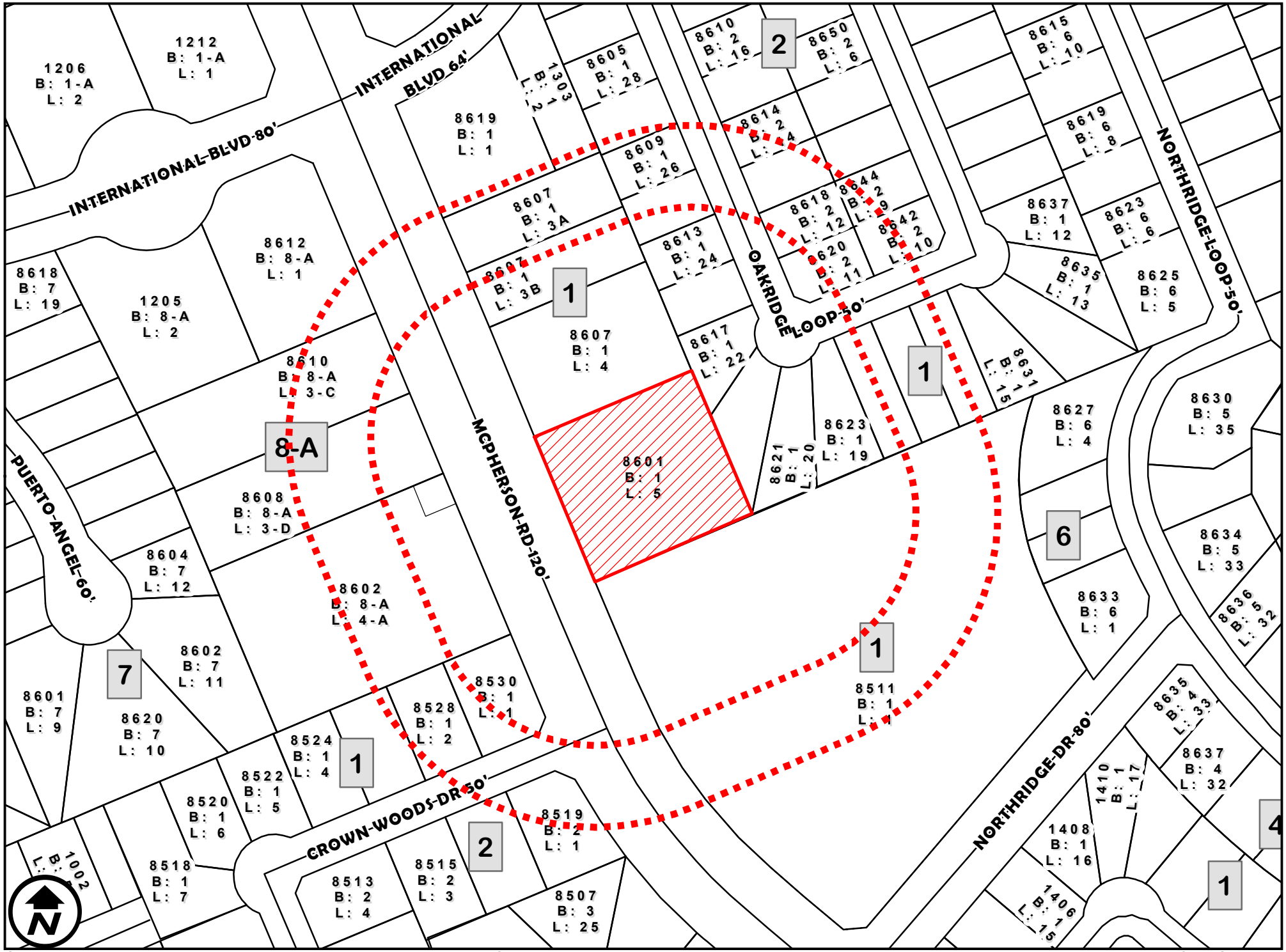


ZONING MAP

1 inch = 150 feet

ZC-063-2025
COUNCIL DISTRICT 6
8601 MCPHERSON ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P FOR RESTAURANT SERVING ALCOHOL

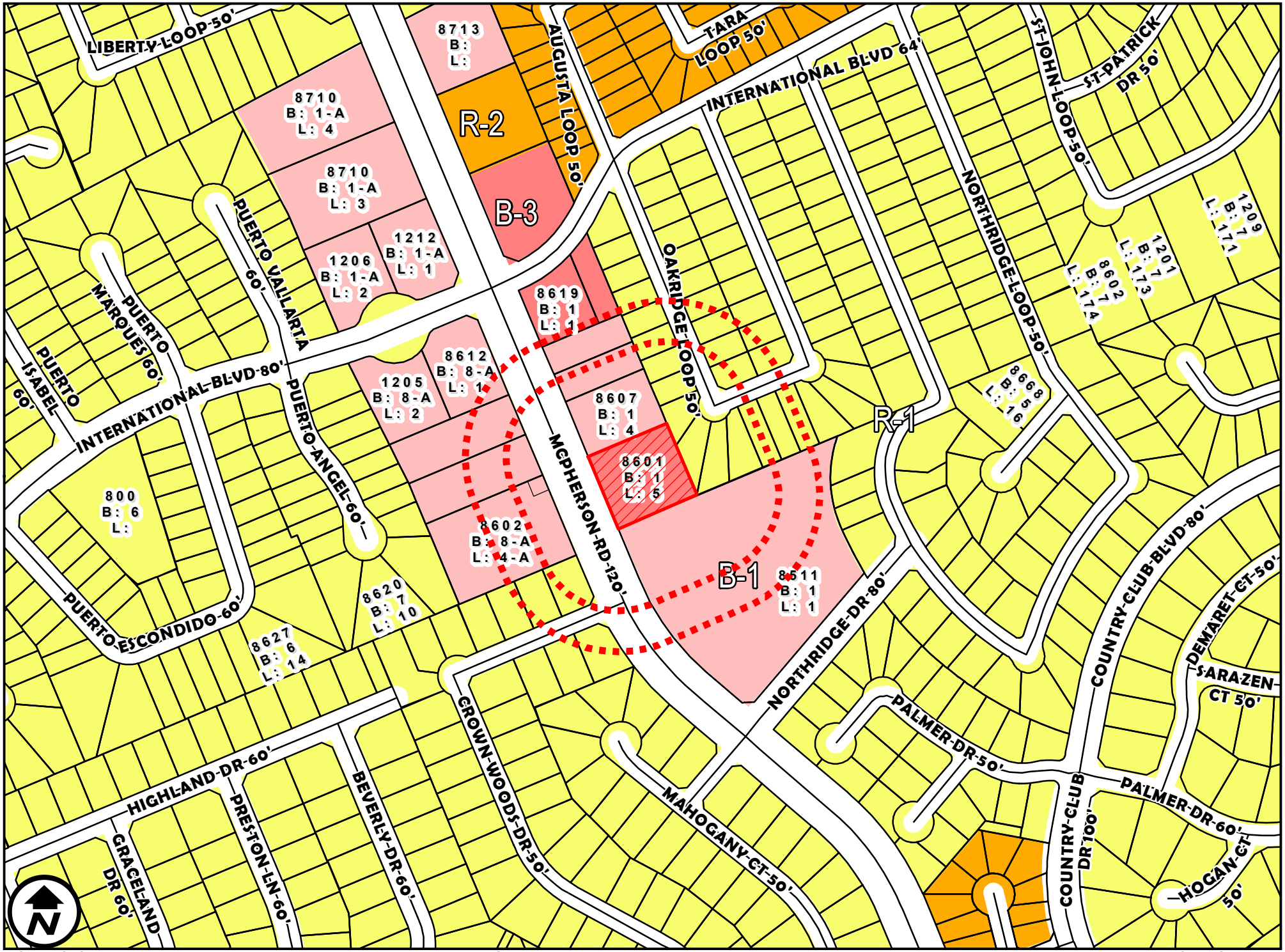


SURVEY MAP

1 inch = 150 feet

ZC-063-2025
COUNCIL DISTRICT 6
8601 MCPHERSON ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P FOR RESTAURANT SERVING ALCOHOL

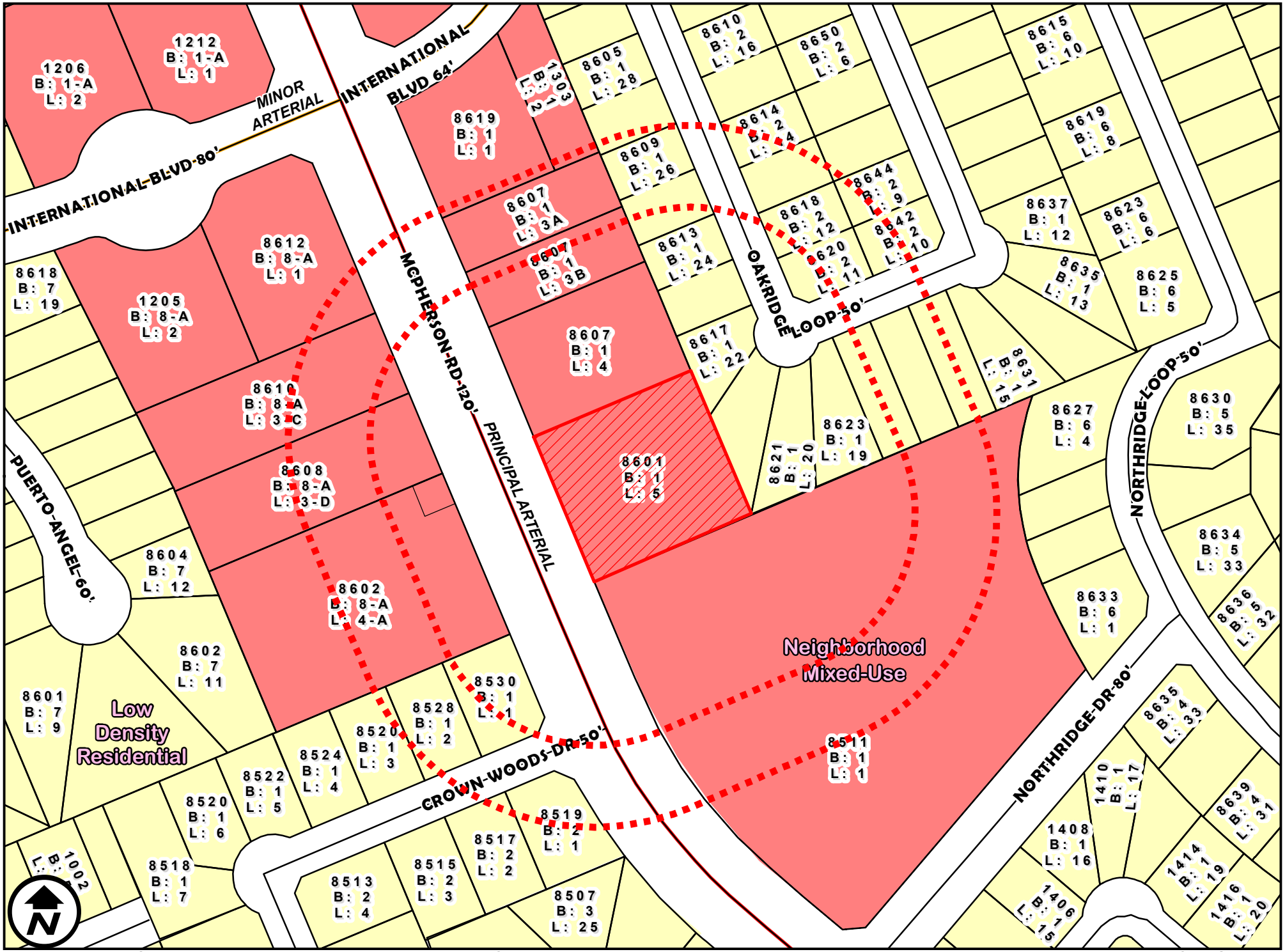


ZONING OVERVIEW

1 inch = 300 feet

ZC-063-2025
COUNCIL DISTRICT 6
8601 MCPHERSON ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P FOR RESTAURANT SERVING ALCOHOL

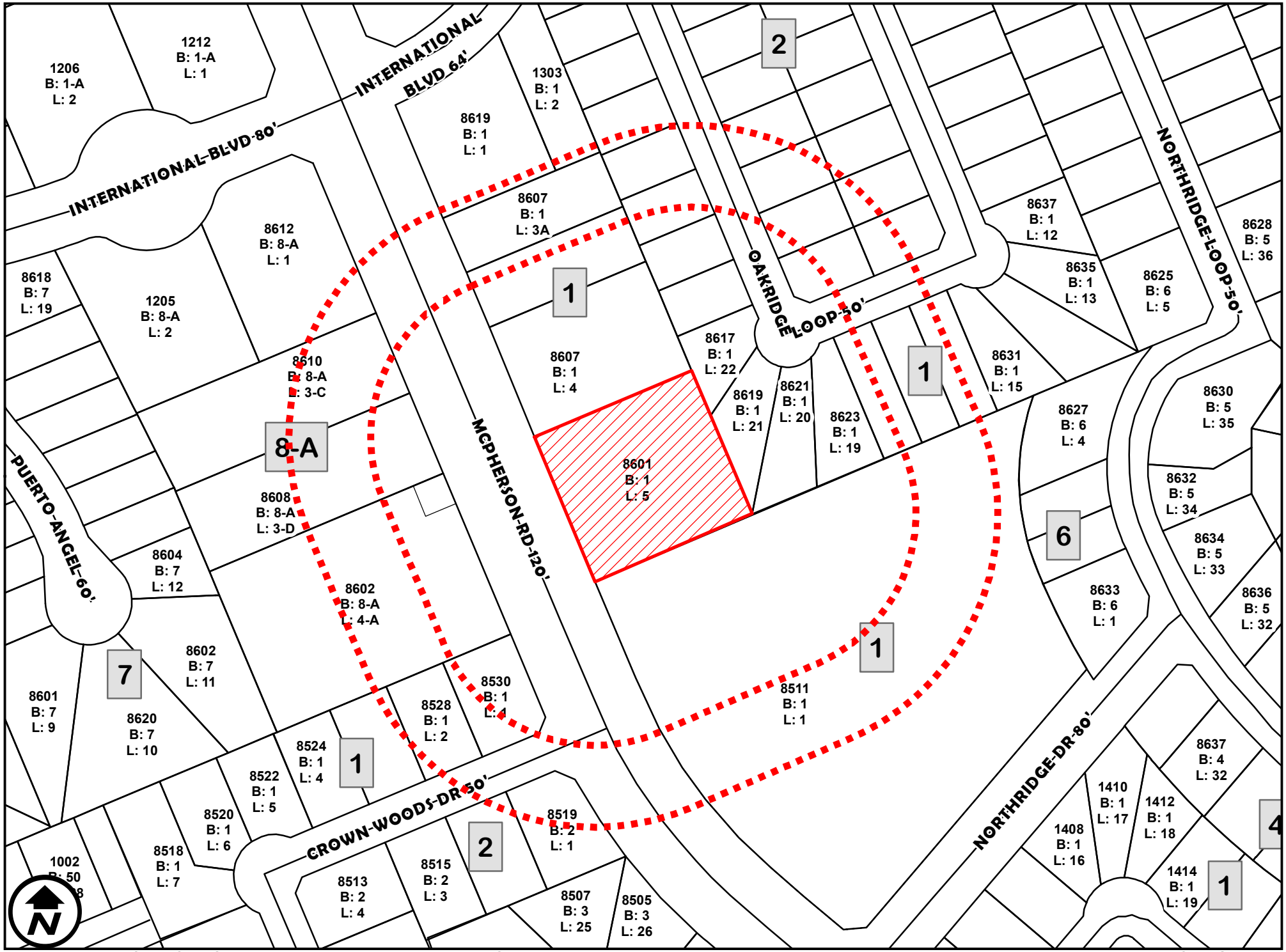


FUTURE LANDUSE

1 inch = 150 feet

ZC-063-2025
COUNCIL DISTRICT 6
8601 MCPHERSON ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P FOR RESTAURANT SERVING ALCOHOL

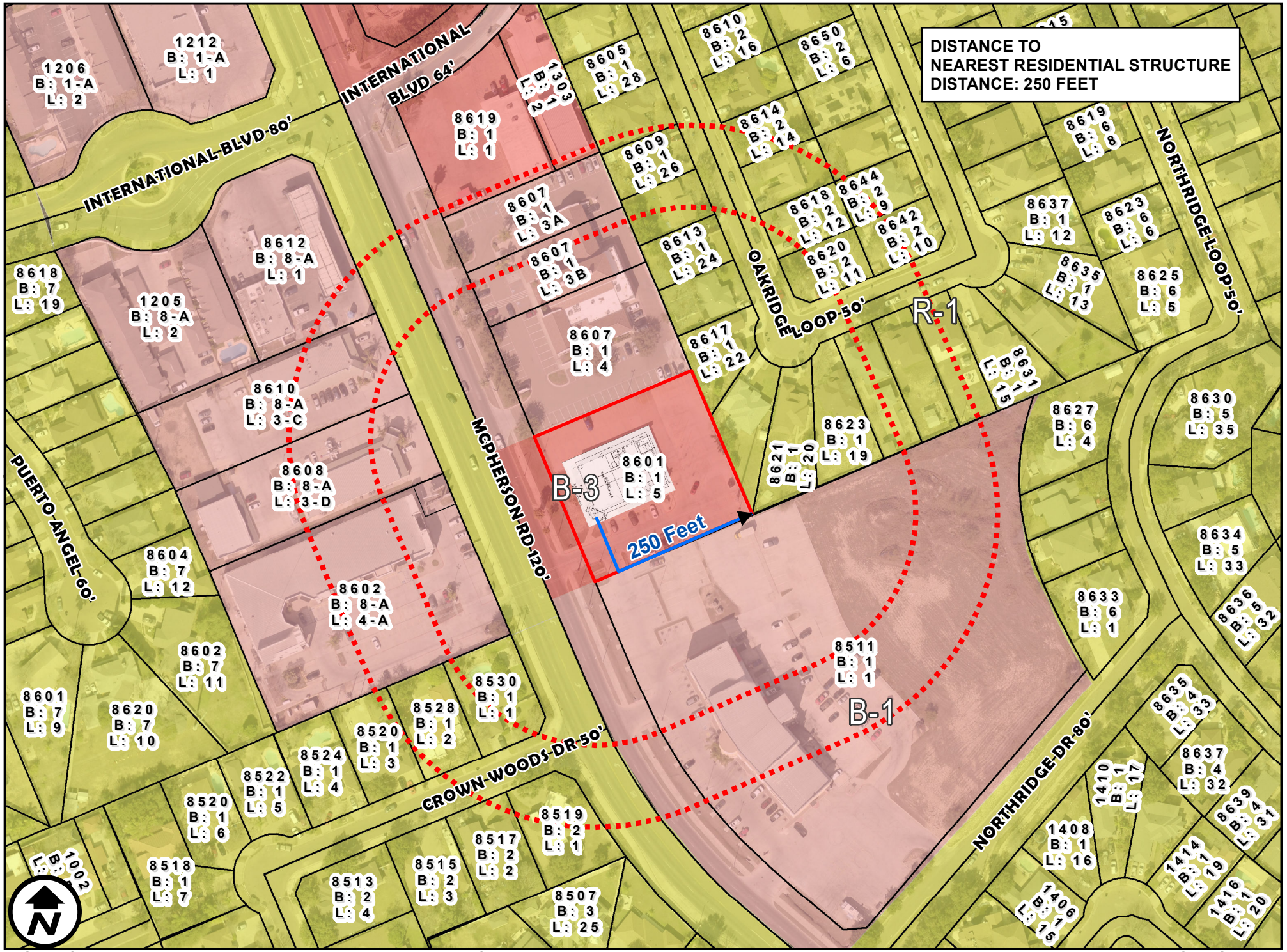


200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-063-2025
COUNCIL DISTRICT 6
8601 MCPHERSON ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P FOR RESTAURANT SERVING ALCOHOL



DISTANCE MAP

1 inch = 150 feet

ZC-063-2025
COUNCIL DISTRICT 6
8601 MCPHERSON ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P FOR RESTAURANT SERVING ALCOHOL

Special Use Permit (SUP)

Angelina Wu/ Mei Wah, Inc.

Evelin M Ceniceros Mujica / Cega International Group Llc

Planning and Zoning Commission,

My name is Evelin Ceniceros Mojica owner of Cega International Group Llc DBA San Gabriel Steak House, a new restaurant that will be located at 8601 Mcpherson Rd. We are seeking approval for a Special Use Permit to serve Alcohol.

The restaurants specialty Steaks and a variety of dishes, and desserts. A designated and secure play area with trained attendants during business hours, providing a safe and engaging environment for children while their parents dine.

The site is currently zoned B3, and we are requesting a Special Use Permit to serve Alcohol and Apply for a TABC License. The property includes adequate parking and will comply with all building, health, and safety codes, we also want to mention that this location does not have a Patio Area. We will have approximately 20 employees with different shifts. Hours of operation Sunday to Thursday 11am to 12midnight, Friday and Saturday 11am to 1am.

We believe this concept will bring numerous benefits to the community, including local job creation, economic development, and a unique family-oriented dining experience. Safety is a top priority and will have continuous staff supervision for childrens play area.

We kindly request the approval of this proposal for San Gabriel Steak house.

Thank you

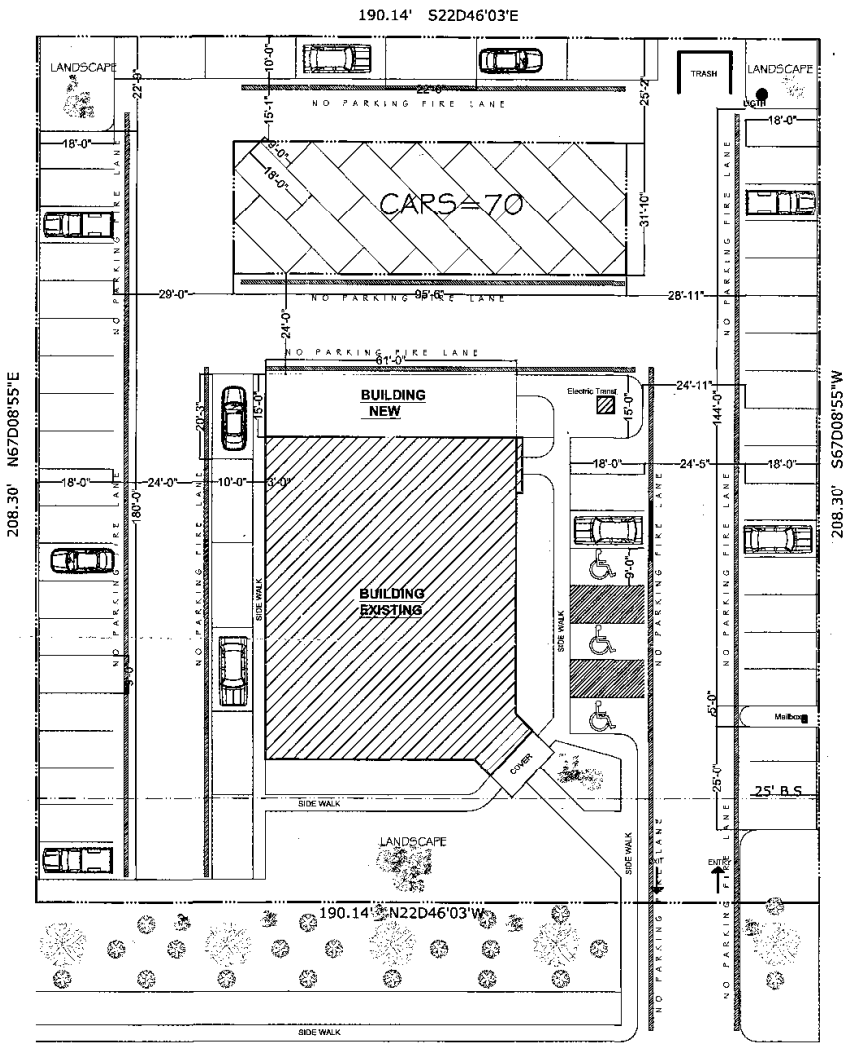
Evelin M Ceniceros Mujica/ Cega International DBA San Gabriel Steak House

Gustavo Guerrero/ Representative

7/21/25

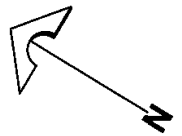
7/21/25

Exhibit A



LANSDCAPE. (Minimum)
(5) Trees, 3" caliper. 10' tall.
(20) shrubs.
(5) Gawon, 30" high.
Complete sooding.

McPHERSON ROAD



1" = 30'

0' 60' 90'
30'

NOTE:
Great care and effort has been taken into the design of these construction documents. However, we disclaim any personal and/or on-site supervision of construction. J.F. SERNA'S CONSTRUCTION, INC. shall not be responsible for any errors or omissions resulting for damages, including structural failure, due to any deficiencies, commissions, or error in the design.

DESIGNER: JORGE F. SERNA GARZA
PROJECT:
NAME:
DATE: JULY 16, 2025

JORGE F. SERNA GARZA
LAREDO TX.

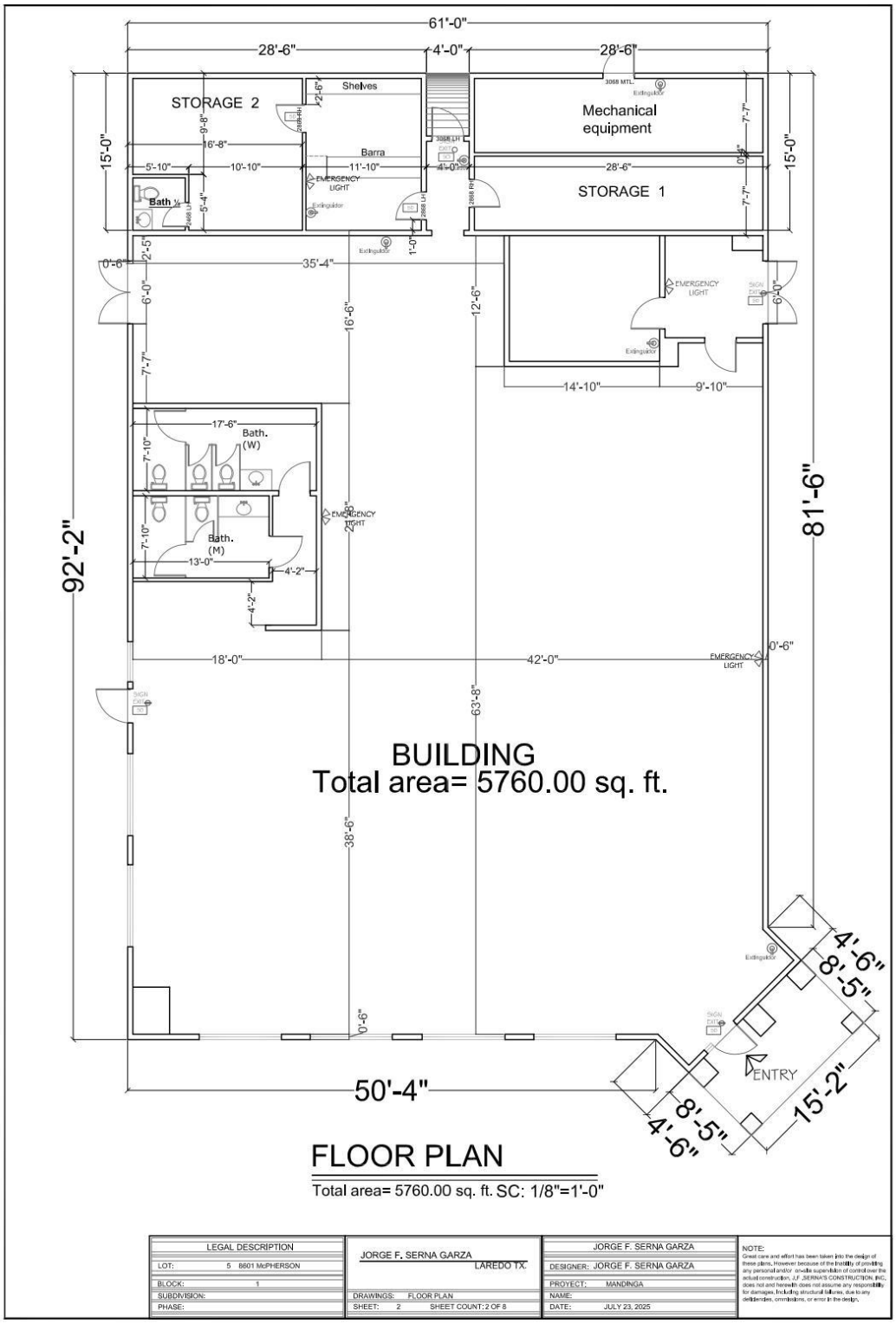
DRAWINGS: SITE PLAN
SHEET: 1 SHEET COUNT: 1 OF 8

LEGAL DESCRIPTION
LOT: 5 8001 McPHERSON
BLOCK:
SUBDIVISION: TRAUTMANN M &I
PHASE:

SITE PLAN

SCALE: 1 INCH= 30 FEET

Exhibit A


61'-0"
28'-6"
4'-0"
28'-6"
STORAGE 2
Shelves
Mechanical equipment
STORAGE 1
Barra
Bath ½
EMERGENCY LIGHT
Extinguisher
15'-0"
35'-4"
16'-6"
12'-6"
14'-10"
9'-10"
17'-6"
Bath. (W)
Bath. (M)
13'-0"
4'-2"
18'-0"
42'-0"
63'-8"
38'-6"
92'-2"
81'-6"
50'-4"
4'-6"
8'-5"
ENTRY
15'-2"
BUILDING
Total area= 5760.00 sq. ft.
FLOOR PLAN
Total area= 5760.00 sq. ft. SC: 1/8"=1'-0"
LEGAL DESCRIPTION
LOT: 5 8601 McPHERSON
BLOCK: 1
SUBDIVISION:
PHASE:
JORGE F. SERNA GARZA
LAREDO TX.
DRAWINGS: FLOOR PLAN
SHEET: 2 SHEET COUNT: 2 OF 8
JORGE F. SERNA GARZA
DESIGNER: JORGE F. SERNA GARZA
PROYECT: MANDINGA
NAME:
DATE: JULY 23, 2025
NOTE:
Great care and effort has been taken into the design of these plans. However because of the inability of providing any personal and/or on-site supervision of control over the actual construction, J.F. SERNA'S CONSTRUCTION, INC. does not and herewith does not assume any responsibility for damages, including structural failures, due to any deficiencies, ommissions, or error in the design.


ZC-063-2025
ATTENTION
PROPOSED
Restaurant serving Alcohol
SPECIAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE FOR A RESTAURANT SERVING ALCOHOL ON LOT 5, BLOCK 1, TRAUTMANN M & I SUBDIVISION LOCATED AT 8601 MCPHERSON ROAD; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a restaurant serving alcohol on Lot 5, Block 1, Trautmann M & I Subdivision located at 8601 McPherson Road; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on August 21, 2025; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Special Use Permit; and,

WHEREAS, notice of the Special Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on September 15, 2025, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit (SUP) for a restaurant serving alcohol on Lot 5, Block 1, Trautmann M & I Subdivision located at 8601 McPherson Road.

Section 2: The Special Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The Special Use Permit is issued to Evelyn M Ceniceros Mojica, and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted to site plan, as per Exhibit A, which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Sunday to Thursday 11:00am to 12:00am (midnight) and Friday to Saturday 11:00am to 1:00am.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
6. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines in which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
7. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
8. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
9. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
10. The site plan submitted does not identify an outdoor patio. However, with or without an outdoor patio, there shall not be any outdoor speaker or outdoor music that is perceptible to any property adjoining the subject property.
11. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
12. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
13. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
14. The restaurant shall undergo an annual Fire Inspection.
15. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual) b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
16. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not exceed the required alcohol sales percentage).

18. The restaurant shall provide the City of Laredo, Building Development Services Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.
19. A business entity, which has been granted a SUP, is required to report (on a form approved by the Building Official of designee) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Building Official or designee. Any change in ownership interest shall be deemed a transfer of the business and shall require Council approval of the transfer of the existing SUP.
20. Failure to comply (# 19 condition) above, shall render the existing SUP null, void and of no force or effect.
21. The use authorized by the special use permit is required to abide by all relevant municipal codes..

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.

CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 9/15/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 8.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 20.29 acres, as further described by metes and bounds on attached Exhibit A, located north of River Bank Drive and west of Kickapoo Drive, from R-2 (Multi-Family Residential District) to R-1B (Single Family High Density District).

The Planning and Zoning Commission recommended approval of the proposed zone change. Staff supports the application.

ZC-061-2025
District VII

Council District: District 7 **Zone Case:** ZC-061-2025

Letters sent to property owners: 79

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the proposed zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-061-2025

---

1. Level of Alignment

☐ **Strong** – Directly supports or fulfills a clearly stated and verbatim goal or policy from the Viva Laredo Comprehensive Plan.

---

2. Supporting Goal(s)/Policy(ies)

Policy 5.1.1 – *"Encourage a variety of housing types and densities to meet the needs of all residents at different stages of life and income levels."*
(Viva Laredo City of Laredo Comprehensive Plan, Chapter 5: Housing, p. 5.31)

- **Relevance:** Rezoning from R-2 (Multi-Family) to R-1B (Single Family High Density) supports the policy by ensuring housing diversity. R-1B allows smaller lot single-family homes (minimum 3,000 sq. ft.), meeting affordability and density goals.

Policy 5.2.2 – *"Support residential development that is compatible with surrounding neighborhoods and existing infrastructure."*
(Viva Laredo City of Laredo Comprehensive Plan, Chapter 5: Housing, p. 5.32)

- **Relevance:** The subject property is surrounded by single-family residential uses to the east and south. The proposed R-1B zoning is compatible with the established neighborhood pattern and existing infrastructure.

Policy 1.1.2 – *"Encourage infill development and redevelopment within the existing city limits to maximize infrastructure investments and reduce sprawl."*
(Viva Laredo City of Laredo Comprehensive Plan, Chapter 1: Land Use Patterns, p. 1.27)

- **Relevance:** This rezoning promotes infill residential development within existing city boundaries, aligning with efficient use of land and infrastructure.

---

3. Summary of Alignment

The rezoning from R-2 (Multi-Family) to R-1B (Single Family High Density) demonstrates **Strong alignment** with the *Viva Laredo Comprehensive Plan*. It advances the plan's housing policies by providing diverse housing options at varying densities, compatible with the surrounding neighborhood context. It also supports broader planning themes of **affordability,**

orderly development, and efficient land use, consistent with the Plan's emphasis on infill growth and reducing sprawl.

City Council-Regular Meeting

Date: 9/15/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: J.O Alvarez Inc. and Roberto Garza Gongora, Owner; and Howland Engineering & Surveying Co, Representative and Applicant
Staff Source: Vanessa Guerra, Planning Director

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 20.29 acres, as further described by metes and bounds on attached Exhibit A, located north of River Bank Drive and west of Kickapoo Drive, from R-2 (Multi-Family Residential District) to R-1B (Single Family High Density District).

The Planning and Zoning Commission recommended **approval** of the proposed zone change. Staff **supports** the application.

ZC-061-2025
District VII

PREVIOUS COUNCIL ACTION
On December 18, 2006, City Council made a motion to approve a zone change from AG (Agriculture District) and R-1A (Single Family Reduced Area District) to R-2 (Multi-Family Residential District). (Ordinance Number 2006-O-323)

BACKGROUND

Council District: VII – Vanessa Perez

Proposed use: The proposed use is Residential – Single Family Residential.

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is Enterprise Street, vacant undeveloped land, LLG Forwarding (government office), and Amikoo USA Inc. (logistics service). To the east of the site is Kickapoo Drive and single family residential uses. To the south of the site is Riverbank Drive and single family residential uses. To the west of the site is vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Medium Density Residential.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The long Range Thoroughfare Plan identifies Riverbank Drive as a Minor Arterial.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 79 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 7 to 0 vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **supports** the zone change for the following reasons:

1. The proposed zone change is in conformance with the Comprehensive Plan's designation as Medium Density Residential (R-1, R-O, R-2, B-1R, R1-B), which includes R-1B.
2. The proposed site meets the minimum lot area requirement of 3,000 square feet for R-1B zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property lot area is approximately 20.29 acres (1 acre = 43,560 feet).
3. The proposed use is compatible with the area since there are residential districts within the vicinity.
4. The proposed zone change is not anticipated to have a negative impact in the surrounding area or neighborhood.

General Comments:

1. The approval of the zone change does not guarantee the issuance of the building permit, certificate of occupancy, or any other permit which may be required.
2. Any use allowed under the current zone or proposed zone change is required to abide by all relevant municipal codes.

IMPACT ANALYSIS

R-1B. The purpose of the R-1B (Single Family High Density District) is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single family residential lots with a minimum of 3,000 square feet.

Is this change contrary to the established land use pattern?
No, there are residential uses abutting the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes, the proposed site is abutting R-1A and AG zoning districts.

Will change adversely influence living conditions in the neighborhood?

No, it is not anticipated to have a negative impact in the surrounding area or neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the existing zone does not allow for R-1B lots as intended by the applicant.

Attachments

Comp Plan Alignment
Maps
Zone Change Signage
Survey, Metes, & Bounds
Draft Ordinance

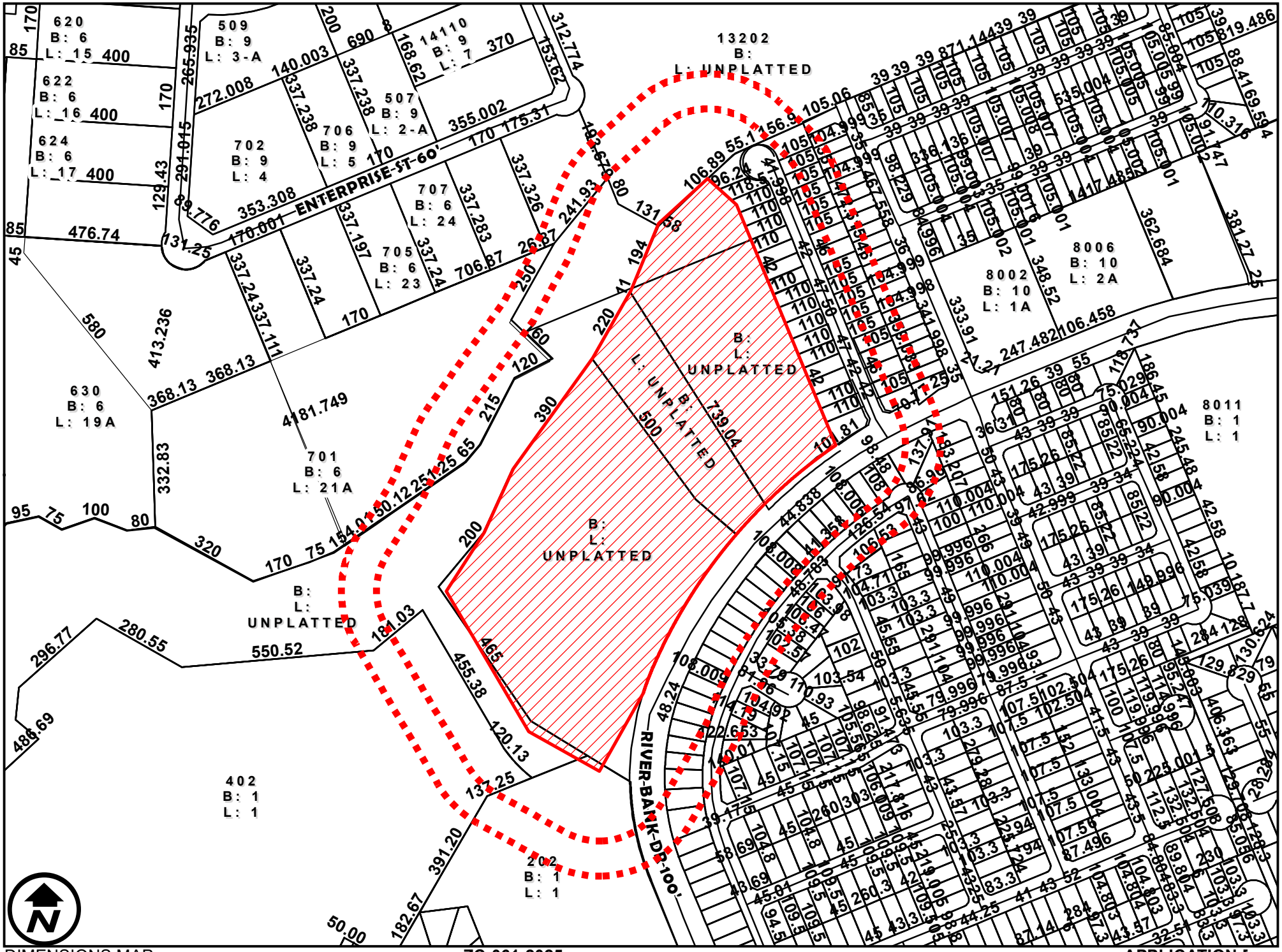


AERIAL MAP

1 inch = 350 feet

ZC-061-2025
COUNCIL DISTRICT 7
NORTH OF RIVER BANK DRIVE AND WEST OF KICKAPOO DRIVE

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



DIMENSIONS MAP

1 inch = 350 feet

ZC-061-2025

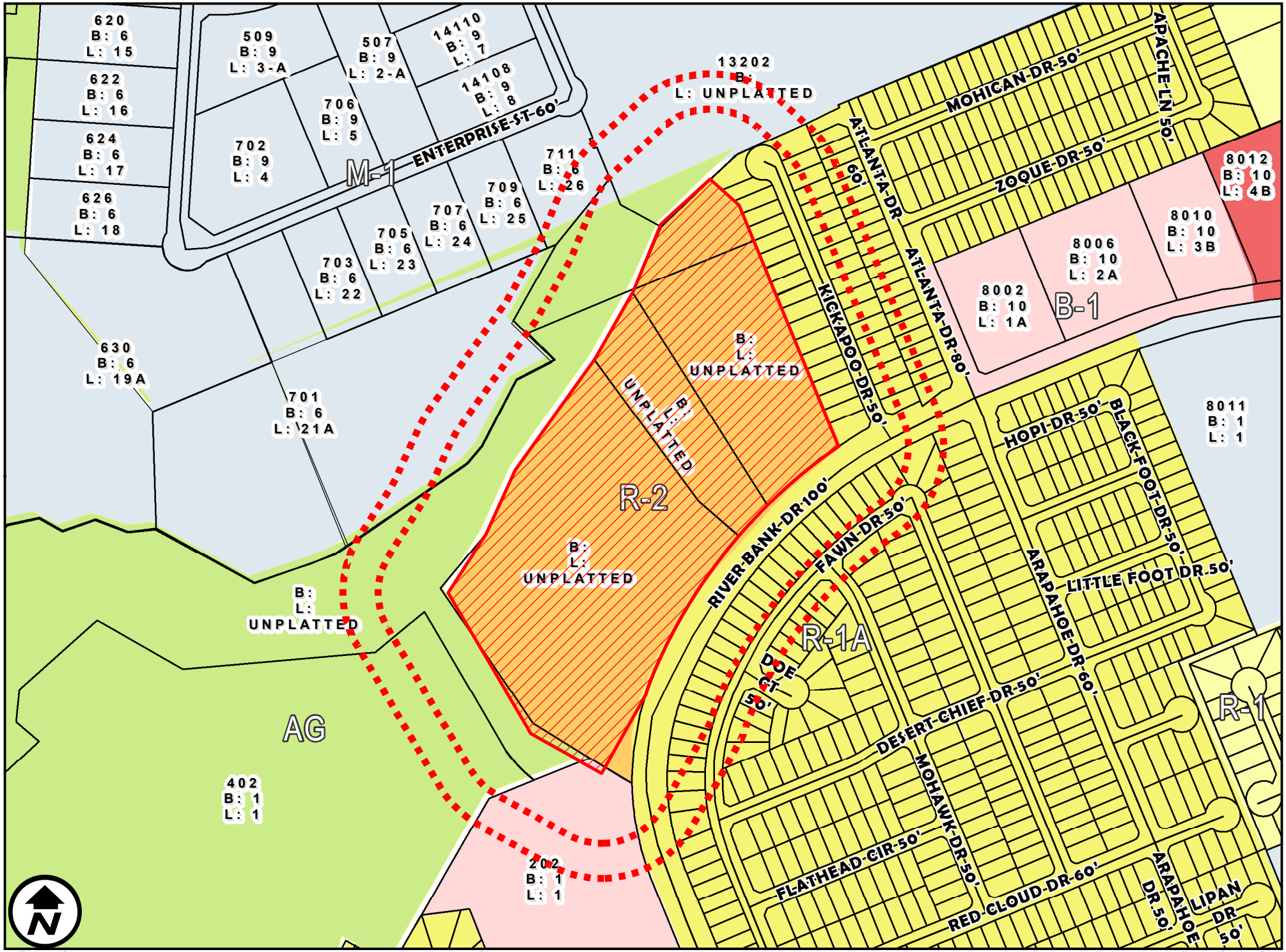
COUNCIL DISTRICT 7

NORTH OF RIVER BANK DRIVE AND WEST OF KICKAPOO DRIVE

APPLICATION F

R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

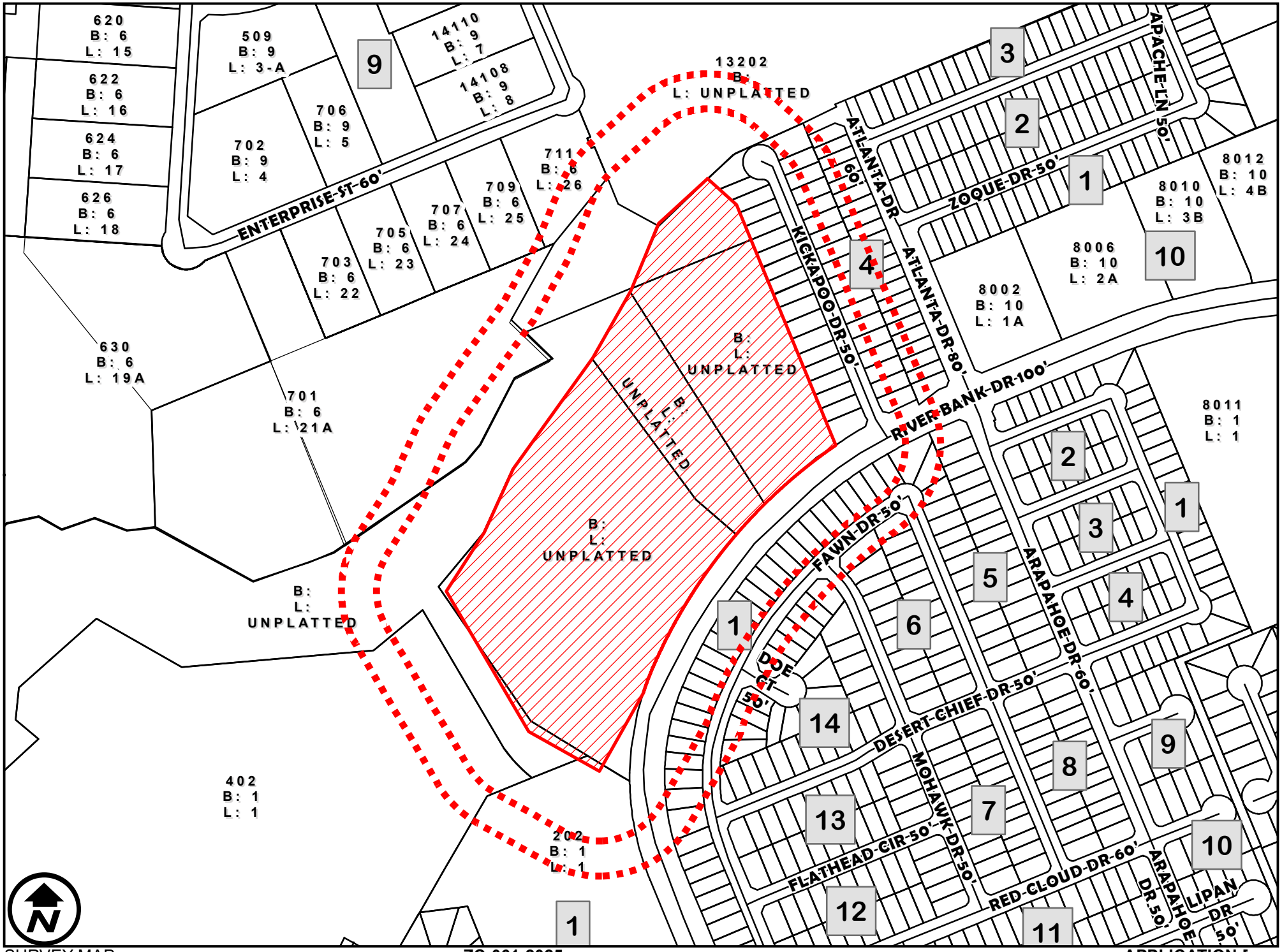


ZONING MAP

1 inch = 350 feet

ZC-061-2025
COUNCIL DISTRICT 7
NORTH OF RIVER BANK DRIVE AND WEST OF KICKAPOO DRIVE

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

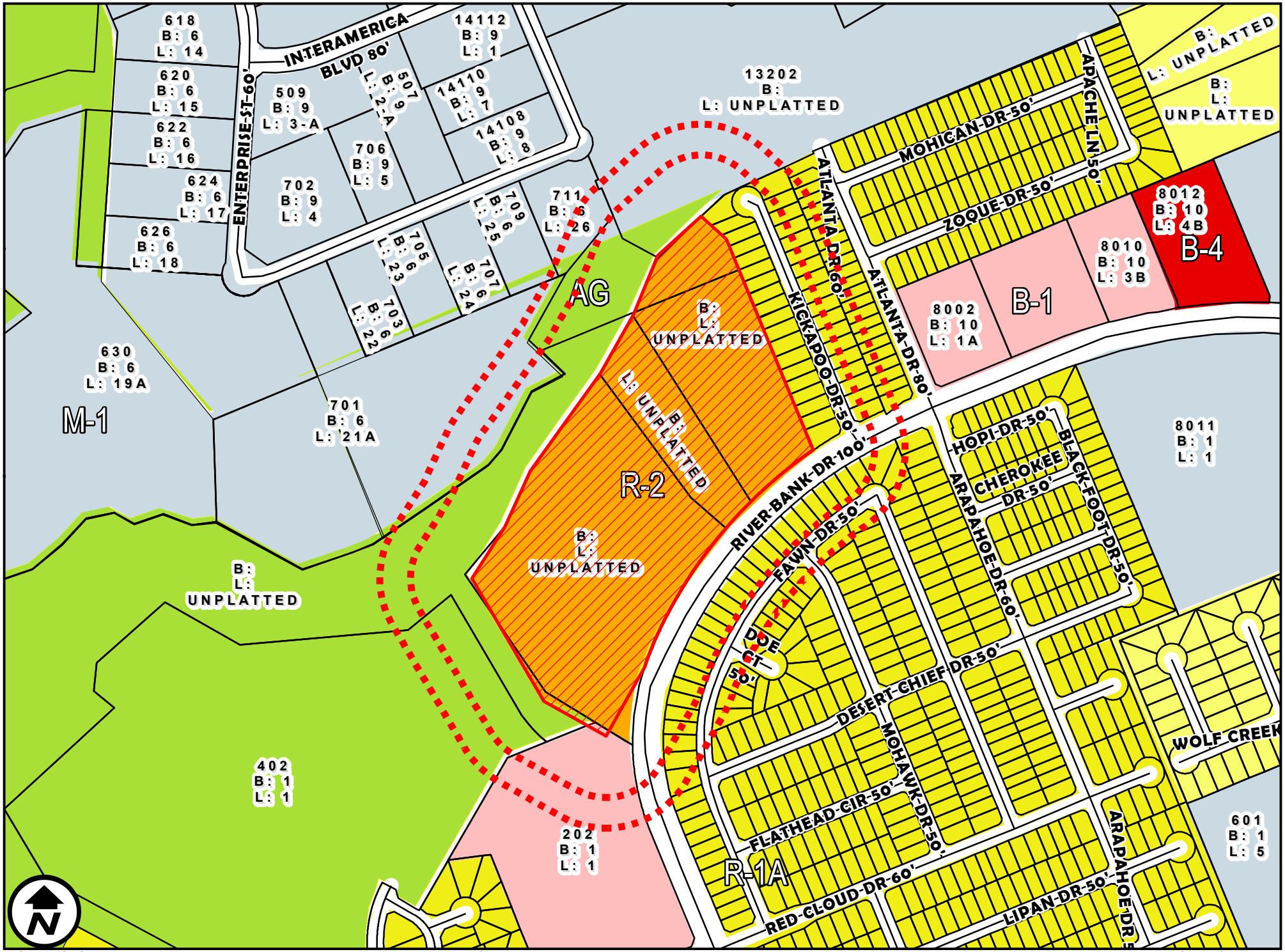


SURVEY MAP

1 inch = 350 feet

ZC-061-2025
COUNCIL DISTRICT 7
NORTH OF RIVER BANK DRIVE AND WEST OF KICKAPOO DRIVE

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

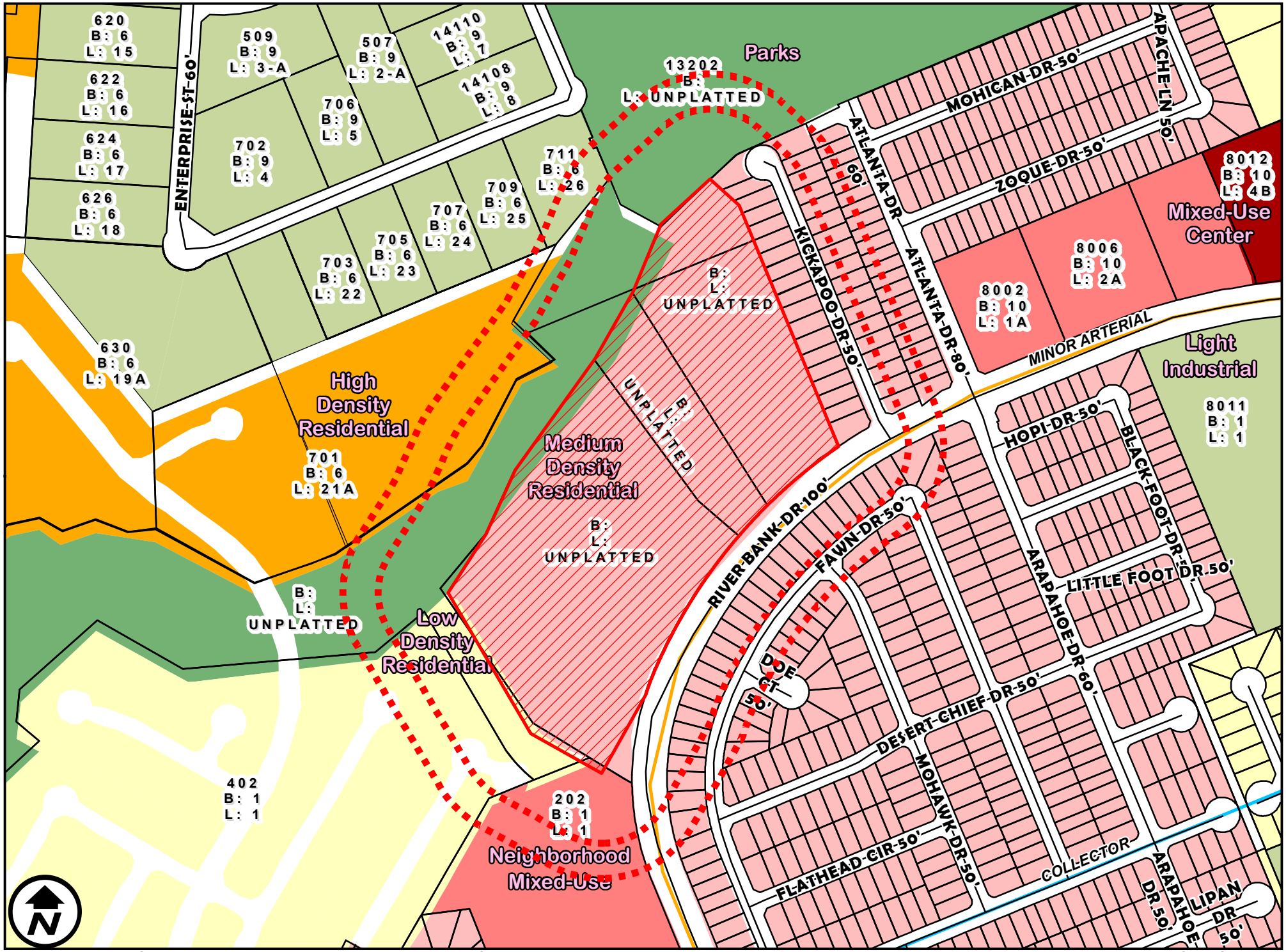


ZONING OVERVIEW

1 inch = 400 feet

ZC-061-2025
COUNCIL DISTRICT 7
NORTH OF RIVER BANK DRIVE AND WEST OF KICKAPOO DRIVE

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

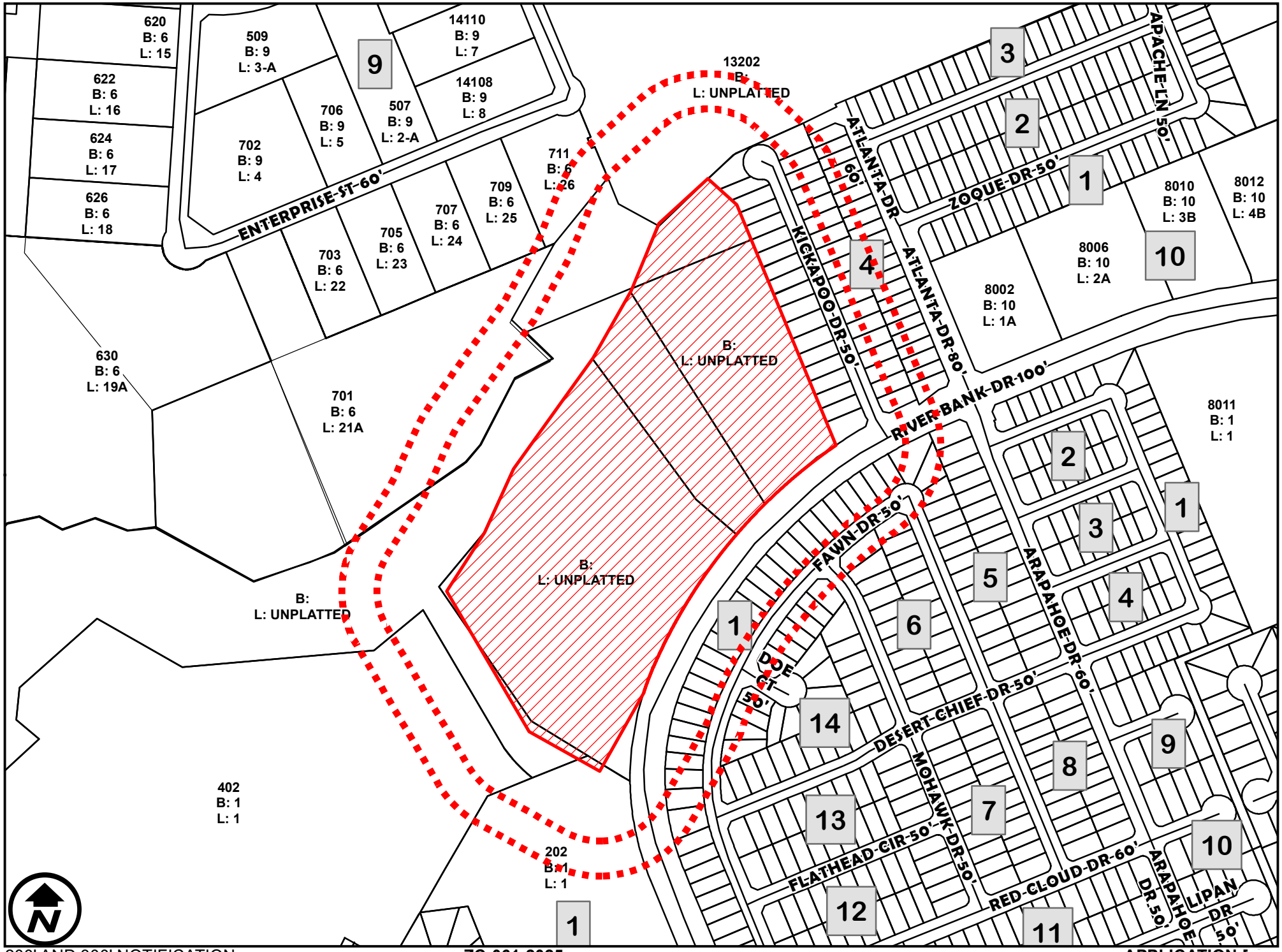


FUTURE LANDUSE

1 inch = 350 feet

ZC-061-2025
COUNCIL DISTRICT 7
NORTH OF RIVER BANK DRIVE AND WEST OF KICKAPOO DRIVE

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



200' AND 300' NOTIFICATION

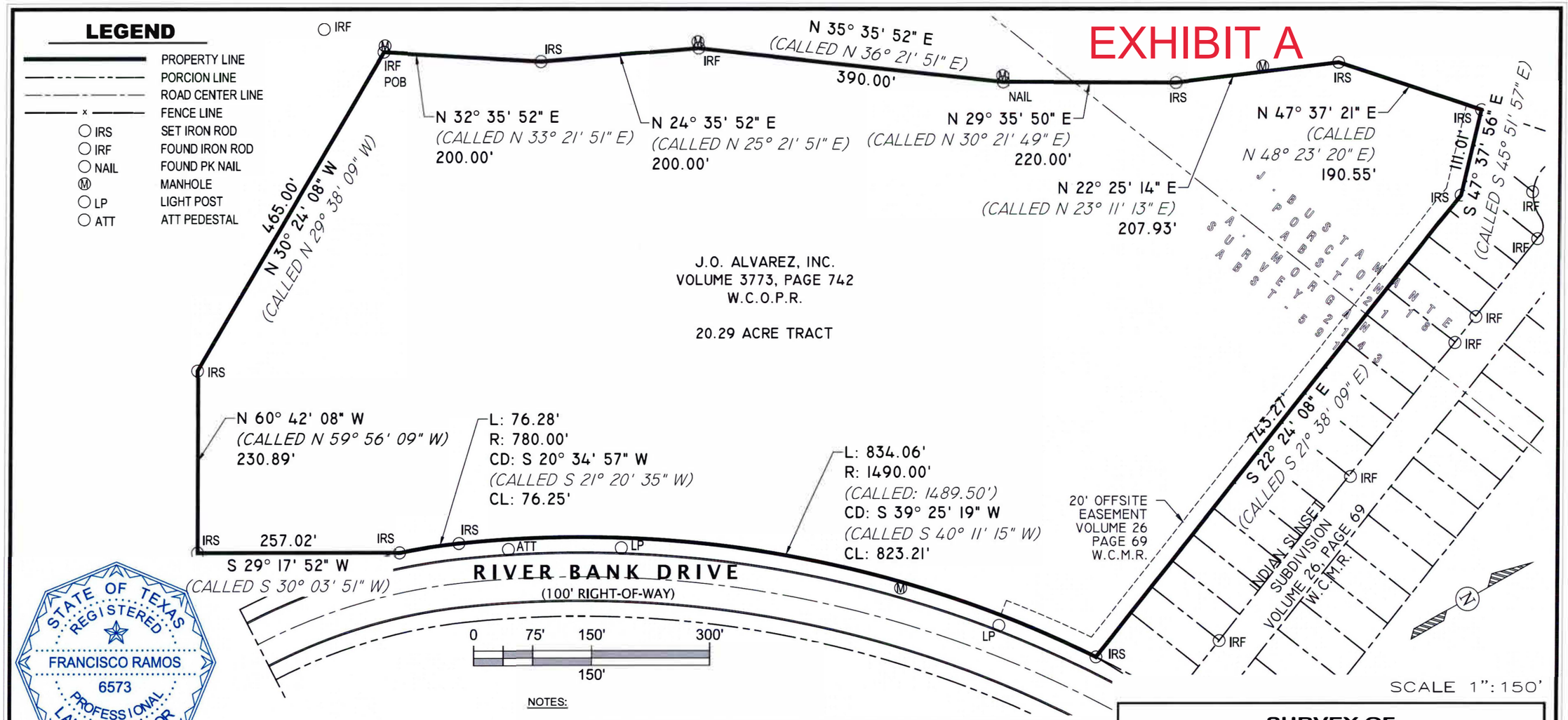
1 inch = 350 feet

ZC-061-2025
COUNCIL DISTRICT 7
NORTH OF RIVER BANK DRIVE AND WEST OF KICKAPOO DRIVE

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)


ZC-061-2025
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-2 TO R-1B
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

EXHIBIT A



STATE OF TEXAS
REGISTERED
FRANCISCO RAMOS
6573
PROFESSIONAL
LAND SURVEYOR

I, THE UNDERSIGNED, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE STATED PROPERTY ON THE GROUND AND UNDER MY SUPERVISION, AND THAT THIS SKETCH REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

January 15, 2025

FRANCISCO RAMOS, R.P.L.S. No. 6573 — DATE

NOTES:

1. ALL BEARINGS. DISTANCES, AND COORDINATE VALUES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NORTH AMERICAN DATUM 1983, TEXAS SOUTH CENTRAL ZONE, US SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT; THEREFORE, EASEMENTS, RIGHT-OF-WAYS, AND OTHER FEATURES AFFECTING THIS PROPERTY MAY NOT BE SHOWN.
3. THIS WORK DOES NOT REPRESENT A CHAIN OF TITLE EXAMINATION, SURFACE MINERAL FEE IN EITHER SUBJECT AND/OR ADJACENT TRACTS MAY NOT BE CURRENT AND/OR HISTORICALLY CORRECT AND IS SHOWN FOR INFORMATIONAL PURPOSE ONLY.
4. BY SCALED MAP AND GRAPHICAL PLOTTING ONLY, THE PROPERTY DOES APPEAR TO BE LOCATED IN A FLOOD ZONE AS PER MAP 48479C1185C, PUBLISHED DATE APRIL 4, 2011.
5. PROPERTY IS ZONED R2, ACCORDING TO THE CITY OF LAREDO MAPS.

SURVEY OF
A
20.29 ACRE TRACT
VOLUME 3773, PAGES 742 W.C.R.P.R.
LAREDO, TEXAS

RAMOS ENGINEERING, PLLC
4820 MIMS AVE., STE. #2
LAREDO, TX 78041
O: 956.539.7003
FIRM NUMBERS
ENG: F-23568
SUR: 10194771

APPROVED BY: F.R.	
DRAWN BY: F.R.	
SHEET 1 OF 1	
CHECKED BY: F.R.	
DATE: 01.10.2025	

FILE: O-25-500-BASE.DWG

REV: 01-01.15.2025

C:\Users\FrankRamos\OneDrive - Ramos Engineering, PLLC\Opportunities\Year 4 - 2025\O-2025-500-Arles 20 Acre Tract - Topo\500 - Plan Production\dwg\Base

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 20.29 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS ON ATTACHED EXHIBIT A, LOCATED NORTH OF RIVER BANK DRIVE AND WEST OF KICKAPOO DRIVE, FROM R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 20.29 acres, as further described by metes and bounds on attached Exhibit A, located north of River Bank Drive and west of Kickapoo Drive, from R-2 (Multi-Family Residential District) to R-1B (Single Family High Density District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on August 21, 2025; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on September 15, 2025 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo is hereby amended on approximately 20.29 acres, as further described by metes and bounds on attached Exhibit A, located north of River Bank Drive and west of Kickapoo Drive, from R-2 (Multi-Family Residential District) to R-1B (Single Family High Density District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 9/15/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 9.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2024-O-263, which authorized a special use permit for a restaurant serving alcohol on Lot 3, Block 1, Del Mar North Filing No. 1 Subdivision, located at 7718 McPherson Road, Suite 106 in order to amend the hours of operation.

The Planning and Zoning Commission recommended approval of the proposed special use permit amendment. Staff supports the application.

ZC-069-2025
District V

Council District: District 5 **Zone Case:** ZC-069-2025

Letters sent to property owners: 43

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the special use permit amendment.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-069-2025

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1. Level of Alignment

☐ **Moderate** – Indirectly supports or contributes to the intent of a verbatim goal or policy.

---

2. Supporting Goal(s)/Policy(ies)

Policy 3.2.1 – *"Encourage neighborhood-serving commercial uses within walking distance of residential areas."*
(Viva Laredo City of Laredo Comprehensive Plan, Chapter 3: Land Use Patterns, p. 3.27)

- **Relevance:** The request amends an existing SUP for a restaurant serving alcohol in a mixed commercial corridor adjacent to neighborhoods. This is consistent with policies supporting neighborhood-scale commercial services.

Policy 6.1.4 – *"Promote commercial and mixed-use development along major arterials that is compatible with adjacent neighborhoods."*
(Viva Laredo City of Laredo Comprehensive Plan, Chapter 6: Economic Development, p. 6.15)

- **Relevance:** The subject site is on McPherson Road, a designated major arterial. The SUP amendment supports commercial vitality while remaining compatible with surrounding uses and mitigating impacts through operating conditions.

Policy 3.3.2 – *"Support land use patterns that reduce automobile dependence and encourage walkable destinations."*
(Viva Laredo City of Laredo Comprehensive Plan, Chapter 3: Land Use Patterns, p. 3.33)

- **Relevance:** By allowing the restaurant to expand hours of operation, the site continues to provide a walkable dining option within a mixed-use commercial area, contributing to reduced reliance on vehicle trips.

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3. Summary of Alignment

The proposed special use permit amendment for La Parroquia at 7718 McPherson Road shows **Moderate alignment** with the *Viva Laredo Comprehensive Plan*. While the request is limited to extending hours of operation, it supports the intent of neighborhood-serving and arterial corridor commercial development policies. It does not advance a specific housing, mobility, or

sustainability policy but contributes to themes of **economic development, walkability, and compatible land use**.

City Council-Regular Meeting

Date: 9/15/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Antonio E. Mancera and Joeman Property Management LLC, Owner; and Carlos Valencia, Representative and Applicant
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit amendment for a restaurant serving alcohol on Lot 3, Block 1, Del Mar North Filing No. 1 Subdivision, located at 7718 McPherson Road, Suite 106.

The Planning and Zoning Commission recommended **approval** of the proposed special use permit amendment. Staff **supports** the application.

ZC-069-2025
District V

PREVIOUS COUNCIL ACTION
On December 02, 2024, City Council made a motion to approve a special use permit for a restaurant serving alcohol for La Parroquia. (Ordinance Number 2024-O-263)

BACKGROUND

Council District: V- Ruben Gutierrez, Jr.

Proposed use: The proposed use is to amend an existing special use permit for La Parroquia

Minimum Zoning Required for Proposed Use: B-4 (Highway Commercial District) zoning district.

Current Zoning: The current zoning at this location is B-3 (Community Business District) zoning district.

Citations:
No citations have been issued.

Site: The site is currently occupied by La Parroquia, Any Time Fitness, and Dunkin Donuts

The proposed amendments for Ordinance 2024-O-263 are as follows:

1. Hours of operation: Amend the hours of operation of Monday to Sunday, from 8:00 a.m. to 3:00 p.m. to Monday to Sunday, from 8:00 a.m. to 12:00 a.m. (midnight).

Surrounding land uses: To the north of the site is Anytime Fitness, Falcon International Bank, Tensai Sushi Restaurant, San Telmo Argentinean Steakhouse, Border Foundry Restaurant and Bar, Candy Nail Bar, Quintanilla Law, other commercial businesses and single family residential uses. To the east of the site are McPherson Road, H-E-B, H-E-B Fuel, McDonald's, Tremendo Taco, Starbucks Coffee, Crumbl Cookie, Mattress Firm, GNC, Woof

gang Bakery & Grooming, AT&T Store, Moore Jewlers and other commercial businesses. To the south of the site are Del Mar Boulevard, Valero, Dos Maria Kitchen, Wendy's, Tono's Bar & Grill, The Sweet Pastry Shoppe, Bank of America, Chipotle Mexican Grill, and other commercial businesses. To the west of the site are Eden Lane, United Middle School 6th Grade Campus, and United ISD baseball and football fields.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed Use.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The long Range Thoroughfare Plan identifies McPherson Road as a Major Arterial.

www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 43 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 7 to 0 vote recommended approval of the special use permit amendment.

STAFF RECOMMENDATION

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects, such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for those restaurants located in R-O, B-1, or B-3 districts that wish to serve alcoholic beverages. The property is in a B-3 (Community Business District) zoning district.

Staff **supports** the special use permit amendment for the following reasons:

1. All conditions other than the amendment of the hours of operation shall remain the same.

General Comments:

1. The approval of the special use permit does not guarantee the issuance of the building permit, certificate of occupancy, or any other permit which may be required.
2. Any use allowed under the current zone or proposed special use permit is required to abide by all relevant municipal codes.

If approved, Staff recommends the continuance of the following provisions from the existing Ordinance 2024-O-263, except the amendment of the hours of operation:

1. The Special Use Permit is issued to Carlos Valencia/La Parroquia, and may only be transferred upon application to and with the express permission of the City Council.

2. The Special Use Permit is restricted to 2,348 square feet located within Suite 106, as per Exhibit A, which is made part hereof for all purposes.
3. ~~The hours of operation shall be limited to, from Monday to Sunday, from 8:00 a.m. to 3:00 p.m.~~ *The hours of operation shall be limited to, from Monday to Sunday, from 8:00 a.m. to 12:00 a.m. (midnight).*
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
6. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
7. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
8. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.

9. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.

10. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property. Any outdoor music shall be at the decibel levels stated in the City of Laredo Code of Ordinances, Article XI, Noise Nuisances.
11. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
12. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
13. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
14. The restaurant shall undergo an annual Fire Inspection.
15. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof
16. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Building Development Services Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.
19. A business entity, which has been granted an SUP, is required to report (on a form approved by the Director of Building Services) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Director. Any change in ownership interest shall be deemed a transfer of the business and shall require Council approval of the transfer of the existing SUP.
20. Failure to comply (#19 condition) above, shall render the existing SUP null, void and of

no force or effect.

21. The approval of the special use permit does not guarantee the issuance of the building permit.

22. The use authorized by the special use permit is required to abide by all relevant municipal codes.

IMPACT ANALYSIS

R-1B. The purpose of the R-1B (Single Family High Density District) is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single family residential lots with a minimum of 3,000 square feet.

Is this change contrary to the established land use pattern?
No, there are similar uses (restaurants serving alcohol) near the proposed site.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, the zone will not change.

Will change adversely influence living conditions in the neighborhood?

No, it is not anticipated to have a negative impact in the surrounding area or neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the underlying zone requires the SUP overlay to allow for a restaurant serving alcohol as intended by the applicant.

Attachments

Comp Plan Alignment

Maps

Zone Change Signage

Site Plan

Narrative and Tenant List

Draft Ordinance

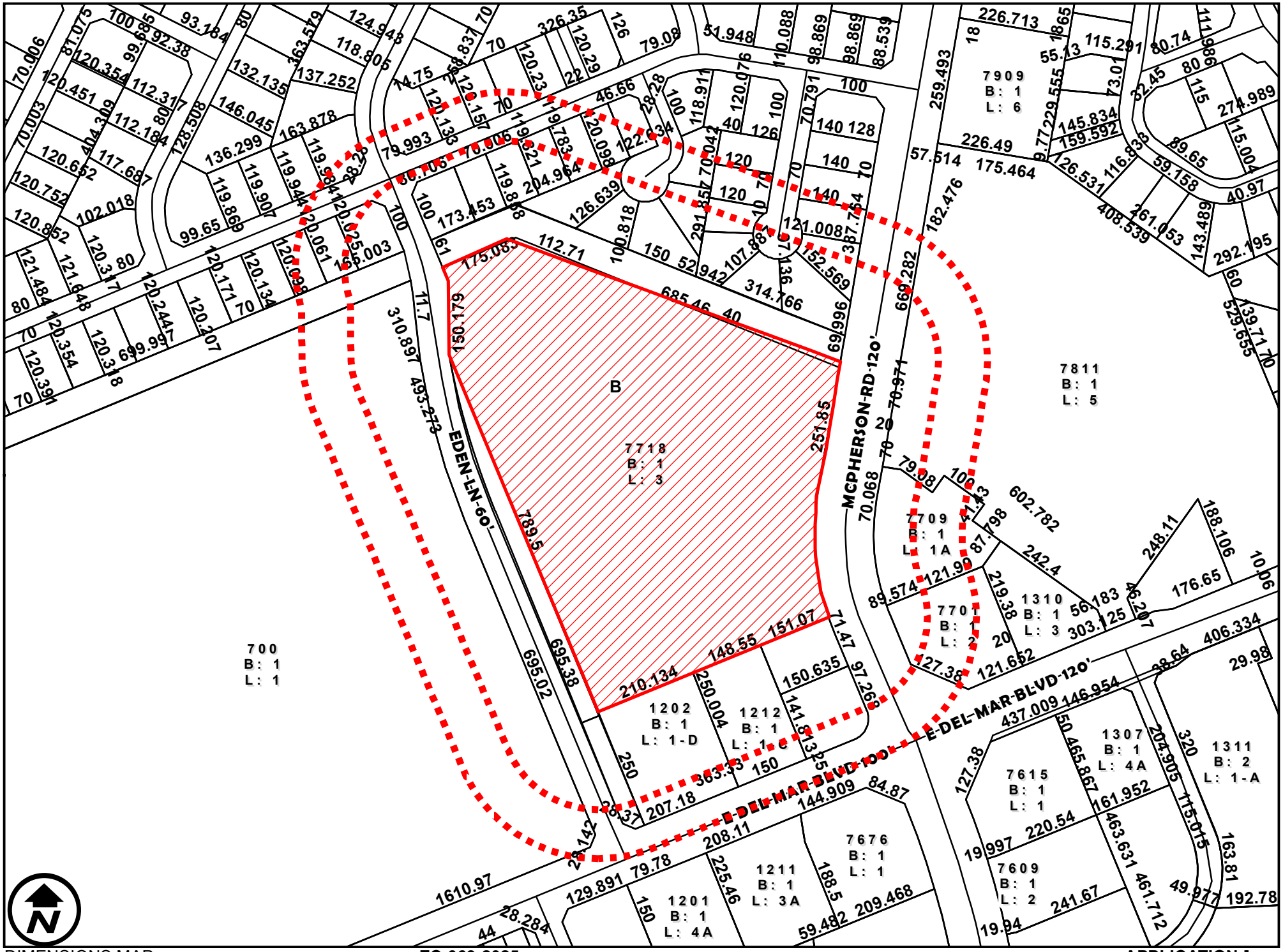


AERIAL MAP

1 inch = 250 feet

ZC-069-2025
COUNCIL DISTRICT 5
7718 MCPHERSON ROAD, SUITE 106

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P AMENDMENT FOR RESTAURANT SERVING ALCOHOL

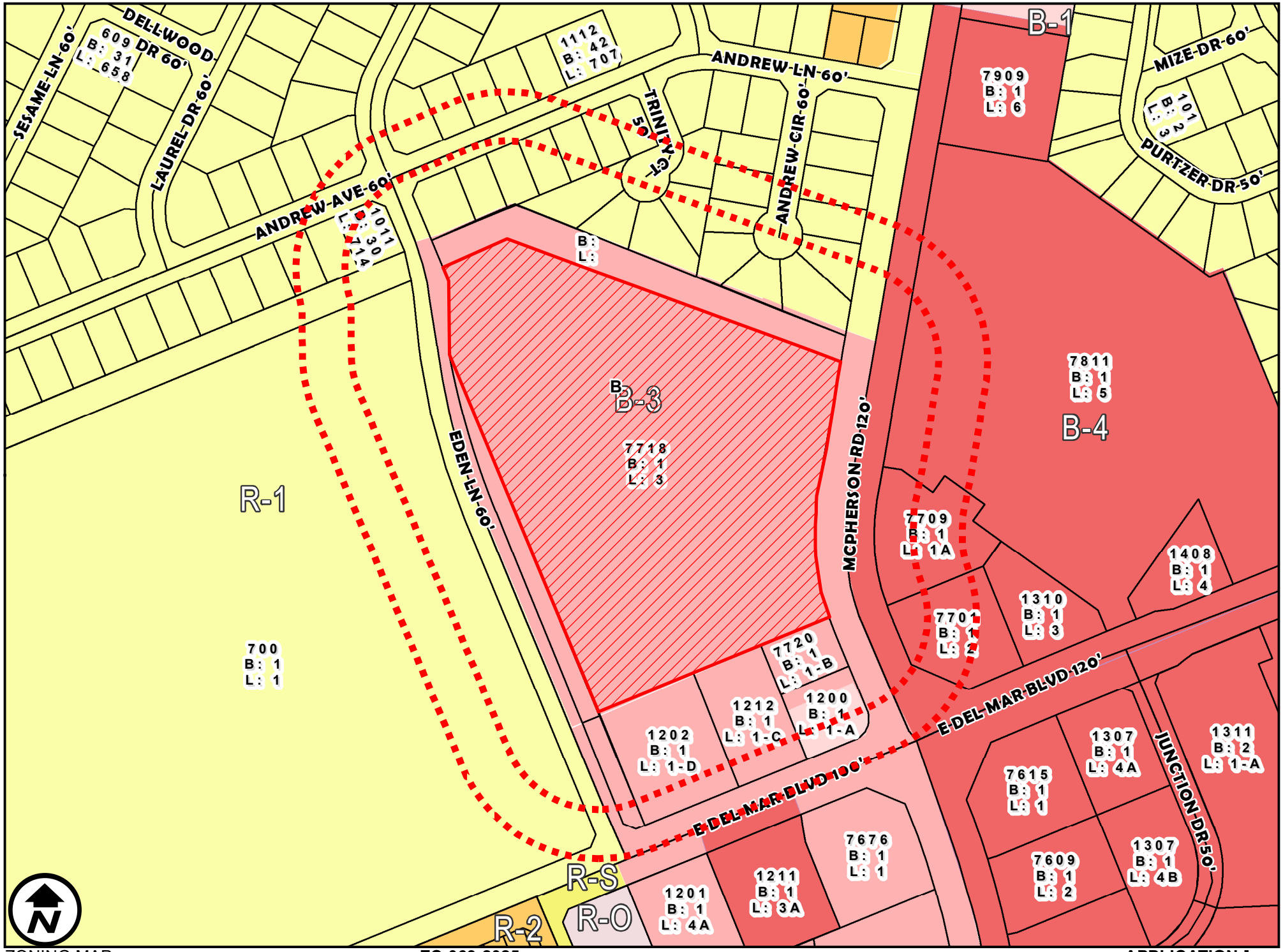


DIMENSIONS MAP

1 inch = 250 feet

ZC-069-2025
COUNCIL DISTRICT 5
7718 MCPHERSON ROAD, SUITE 106

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) T
S.U.P AMENDMENT FOR RESTAURANT SERVING ALCOHOL

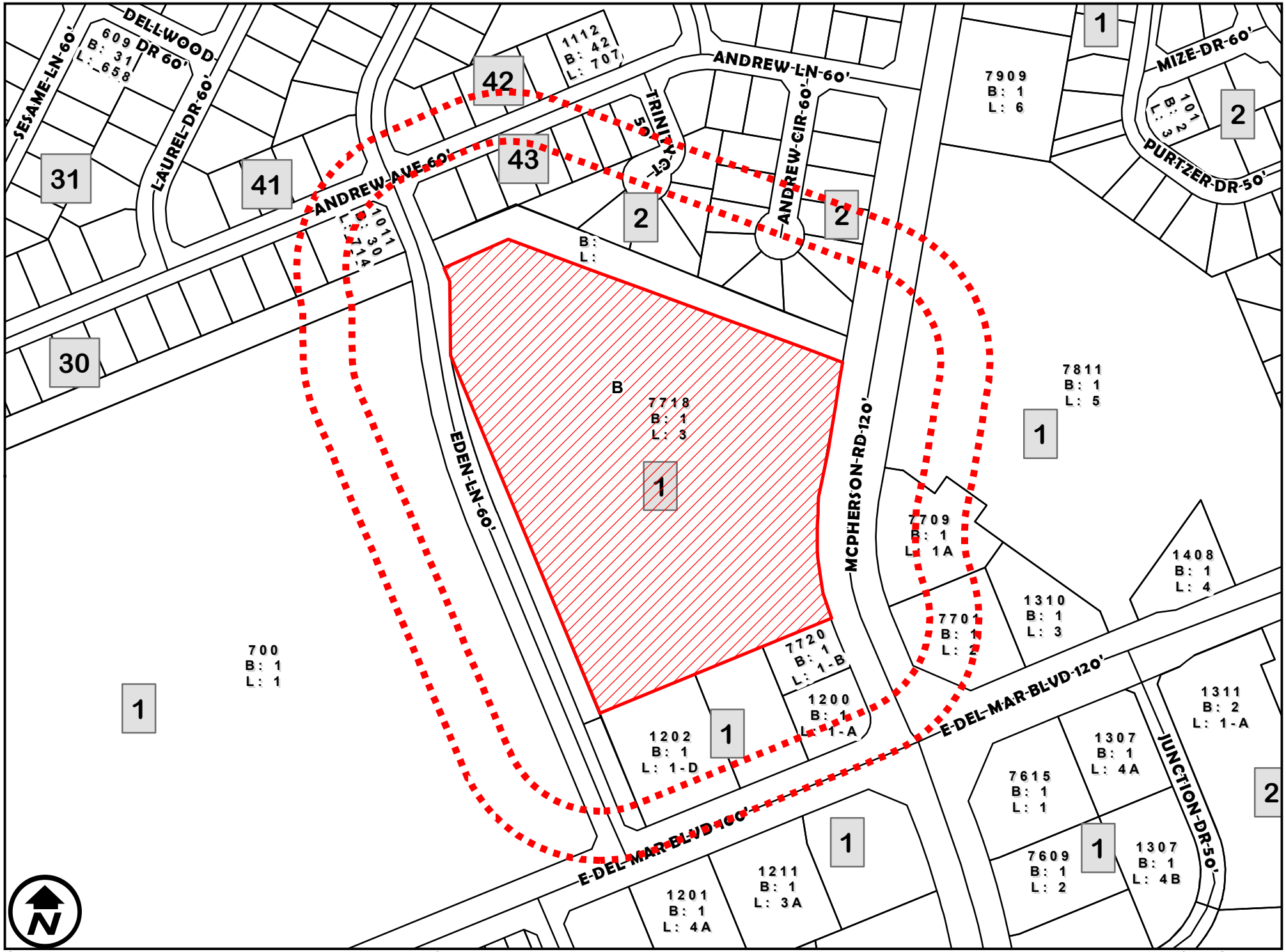


ZONING MAP

1 inch = 250 feet

ZC-069-2025
COUNCIL DISTRICT 5
7718 MCPHERSON ROAD, SUITE 106

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P AMENDMENT FOR RESTAURANT SERVING ALCOHOL

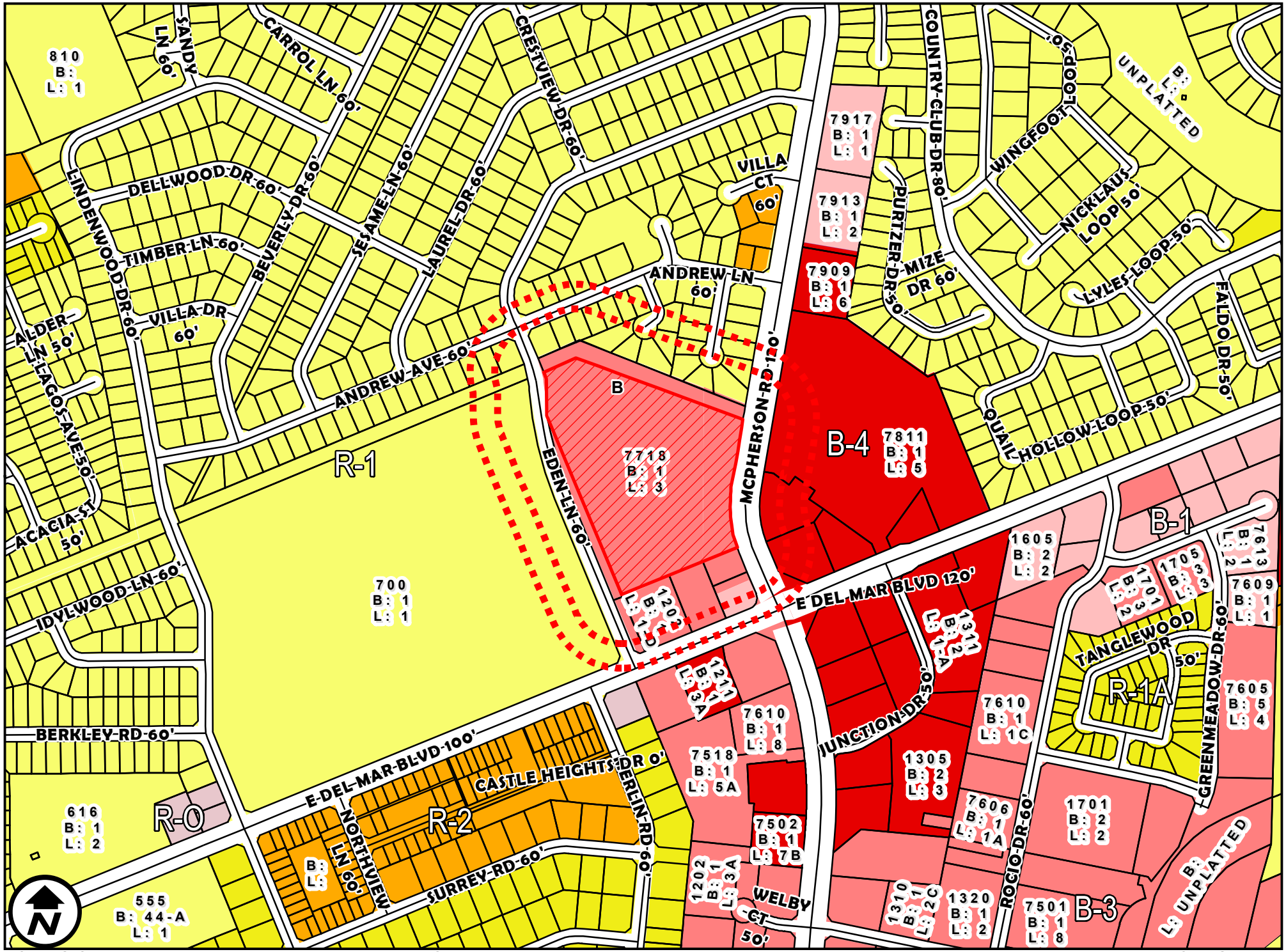


SURVEY MAP

1 inch = 250 feet

ZC-069-2025
COUNCIL DISTRICT 5
7718 MCPHERSON ROAD, SUITE 106

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P AMENDMENT FOR RESTAURANT SERVING ALCOHOL

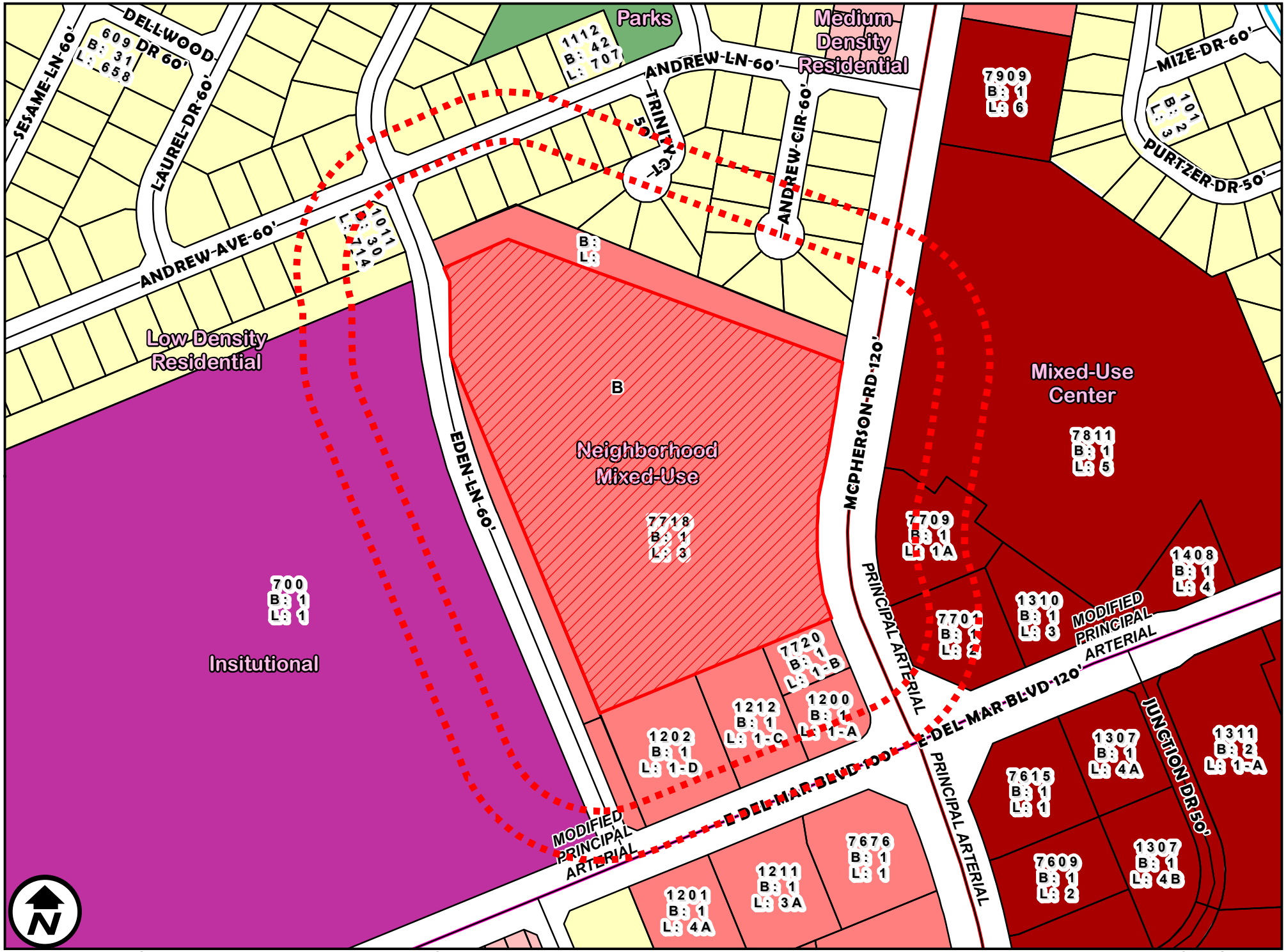


ZONING OVERVIEW

1 inch = 500 feet

ZC-069-2025
COUNCIL DISTRICT 5
7718 MCPHERSON ROAD, SUITE 106

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P AMENDMENT FOR RESTAURANT SERVING ALCOHOL

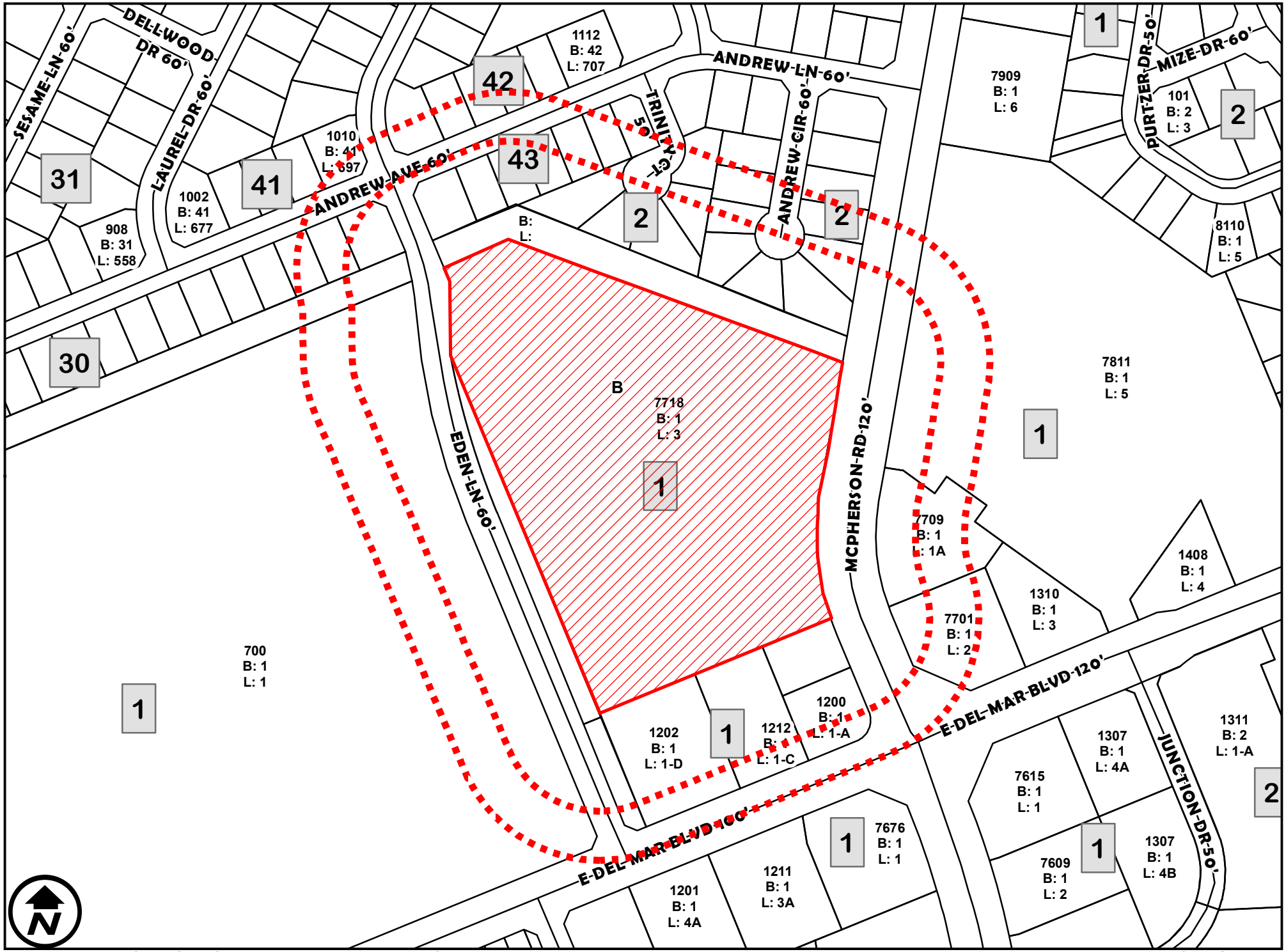


FUTURE LANDUSE

1 inch = 250 feet

ZC-069-2025
COUNCIL DISTRICT 5
7718 MCPHERSON ROAD, SUITE 106

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) T
S.U.P AMENDMENT FOR RESTAURANT SERVING ALCOHOL



200' AND 300' NOTIFICATION

1 inch = 250 feet

ZC-069-2025
COUNCIL DISTRICT 5
7718 MCPHERSON ROAD, SUITE 106

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P AMENDMENT FOR RESTAURANT SERVING ALCOHOL


ATTENTION
PROPOSED
(Restaurant
Serving
Alcohol
SPECIAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

PAD SITE 1G
La Parroquia Grill
Unit 106
2,348 SF
Open 8am-3pm
Any Time Fitness
Unit 103 - 105
4,750 SF
Open 24 hours
Dunkin Donuts
2,400 SF
Open 5am-11pm
N67°29'35"E~288.72'
S67°47'35"W~192.00'
N67°47'35"E~192.00'
N22°25'08"W~141.80'
S22°12'25"E
N22°12'25"W
S67°47'35"W~259.38'
L=146.64'
R=553.97'
CH=S10°50'26"E
CH L=~146.17'
McPherson Rd
FOUND ½" IRON ROD
NOTE: ALL DIMENSIONS AND BUILDING AREAS SHOWN ARE REFERENCED TO EXTERIOR WALLS.
NORTH
FALCON CENTRE AT MCPHERSON
CONDOMINIUM PLAT
"PAD SITE 1G"
UNIT 1G AND 6.19% UND INT FALCON CENTRE AT MCPHERSON CONDOMINIUM OUT OF LOT 3 BLK 1
7718 McPherson Rd
Laredo, TX 78045
Exhibit A
SHEET: 17 OF 18

Este es un restaurante de comida Mexicana enfocada al Brunch, estilo veracruzano, ofreciendo platillos con una fusion de sabores y olores
tipicos del estado de Veracruz. En nuestro menu contamos con desaynos, almuerzos, sodas de Fuente, aguas naturales de frutas, cafes y iced tea.
Esta es una enmienda de la aplicacion pasada num: 2024-0-263 para los nuevos horaios
Nuestras horas de operaciones son de Lunes a Domingo de 8 am a ~~11:59 pm~~. MIDNIGHT
Contamos con Amplio estacionamiento, 30 espacios para automoviles.

En la Plaza donde con direccion 7718 Mcpherson Rd, dos establecimientos mas que son.

- Dunkin Donuts sus horas de operacion son de 4 am a 11 pm de lunes a domingo.

- El gym Anytime Fiftmes sus horas de operacion son de 24 hrs

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT AMENDMENT FOR A RESTAURANT SERVING ALCOHOL ON LOT 3, BLOCK 1, DEL MAR NORTH FILING NO. 1 SUBDIVISION, LOCATED AT 7718 MCPHERSON ROAD, SUITE 106; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a special use permit amendment for a restaurant serving alcohol on Lot 3, Block 1, Del Mar North Filing No. 1 Subdivision, located at 7718 McPherson Road, Suite 106; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on August 21, 2025; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Special Use Permit amendment; and,

WHEREAS, notice of the Special Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on September 15, 2025, on the request and finds the Special Use Permit amendment appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit (SUP) amendment for a restaurant serving alcohol on Lot 3, Block 1, Del Mar North Filing No. 1 Subdivision, located at 7718 McPherson Road.

Section 2: The Special Use Permit amendment is further restricted to the following provision herewith adopted by the City Council:

1. The Special Use Permit is issued to Carlos Valencia/La Parroquia, and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted to 2,348 square feet located within Suite 106, as per Exhibit A, which is made part hereof for all purposes.
3. ~~The hours of operation shall be limited to, from Monday to Sunday, from 8:00 a.m. to 3:00 p.m.~~ *The hours of operation shall be limited to, from Monday to Sunday, from 8:00 a.m. to 12:00 a.m. (midnight).*
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
6. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
7. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
8. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
9. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
10. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property. Any outdoor music shall be at the decibel levels stated in the City of Laredo Code of Ordinances, Article XI, Noise Nuisances.
11. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
12. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
13. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
14. The restaurant shall undergo an annual Fire Inspection.
15. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof
16. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).

18. The restaurant shall provide the City of Laredo, Building Development Services Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.
19. A business entity, which has been granted an SUP, is required to report (on a form approved by the Director of Building Services) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Director. Any change in ownership interest shall be deemed a transfer of the business and shall require Council approval of the transfer of the existing SUP.
20. Failure to comply (#19 condition) above, shall render the existing SUP null, void and of no force or effect.
21. The approval of the special use permit does not guarantee the issuance of the building permit.
22. The use authorized by the special use permit is required to abide by all relevant municipal codes.

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit amendment authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 9/15/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 10.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1 and the west 1/3 varas of Lot 2, Block 1086, Eastern Division, located at 1901 Chihuahua Street, from R-O (Residential/Office District) to B-1 (Limited Business District).

The Planning and Zoning Commission recommended denial of the proposed zone change and staff does not support.

ZC-065-2025
District III

Council District: District 3 **Zone Case:** ZC-065-2025

Letters sent to property owners: 27

In Favor (within 200 radius): 1
Opposed (within 200 radius): 1

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Deny
The Planning and Zoning Commission in a 6 to 1 vote recommended denial of the zone change.

STAFF RECOMMENDATION - Does not support
Staff does not support the application.

ZC-065-2025 – Comprehensive Plan Alignment

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1. Level of Alignment

☐ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies.

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2. Supporting Goal(s)/Policy(ies)

Policy 9.2.2:

"Encourage new commercial and mixed-use development in Neighborhood Mixed-Use areas in ways that maintain compatibility with adjacent residential neighborhoods and enhance neighborhood character."
— Page 9.34, Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
Although this policy supports commercial development, it emphasizes **compatibility** with surrounding residential areas. In this case, the proposed B-1 zone abuts single-family homes on three sides and is not compatible with the low-density residential character, violating the intent of this policy.

Policy 9.2.3:

"Encourage neighborhood-serving commercial uses in appropriate locations, and ensure that such uses are designed and managed in ways that are compatible with surrounding neighborhoods."
— Page 9.34, Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The proposed B-1 zoning district introduces commercial uses that are **not supported in the Downtown Mixed-Use designation** of the Comprehensive Plan and are inconsistent with the current R-O zone, which already permits low-impact neighborhood-serving commercial uses. Staff concluded that B-1 uses would negatively impact adjacent residential properties.

Policy 4.1.2:

"Protect stable neighborhoods and prevent incompatible uses and blighting influences from encroaching on residential areas."
— Page 4.11, Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
Allowing a B-1 zone surrounded primarily by single-family residential uses represents an incompatible land use. Staff highlighted that this would introduce a dissimilar zoning district and may lead to deterioration of residential character.

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3. Summary of Alignment

The proposed zone change from R-O to B-1 at 1901 Chihuahua Street conflicts with the Viva Laredo Comprehensive Plan in multiple respects. The **Downtown Mixed-Use** designation does not support B-1 zoning, and staff found that the change would introduce **incompatible commercial activity** into a largely residential area. The existing R-O zoning already accommodates neighborhood-friendly uses without jeopardizing residential character.

The request fails to uphold critical goals and policies of the plan regarding:

- **Neighborhood compatibility**,
- **Zoning conformity**, and
- **Protection from encroachment** by higher-intensity commercial districts.

As such, this agenda item demonstrates a **Weak/None** level of alignment with the Viva Laredo Comprehensive Plan.

Broader planning themes negatively impacted include **neighborhood preservation**, **land use compatibility**, and **community character**, without providing meaningful gains in **economic development** or **mobility**.

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4. Additional Requirements

All cited goals and policies are quoted verbatim from the Viva Laredo City of Laredo Comprehensive Plan. No applicable goal or policy was found to justify the introduction of a B-1 zoning district in this specific context.

City Council-Regular Meeting

Date: 9/15/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: R GTZ Investments, Owner; Reynaldo Gutierrez, Jr., Applicant; Annabella Ramirez, Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1 and the west 1/3 varas of Lot 2, Block 1086, Eastern Division, located at 1901 Chihuahua Street, from R-O (Residential/Office District) to B-1 (Limited Business District.

The Planning and Zoning Commission recommended **denial** of the proposed zone change and staff **does not support** the application.

ZC-065-2025
District III

PREVIOUS COUNCIL ACTION
None.

BACKGROUND

Council District: III – Cm. Melissa R. Cigarroa

Proposed use: The proposed use is not identified. The applicant did not identify a specific proposed use

Site: The site is currently occupied by a single-family residential structure.

Surrounding land uses: To the north is Chihuahua Street, vacant land, Advanced Auto Parts, Go Car Wash, Guadalupe Street, North Buena Vista Avenue, and rent a tire. To the east of the site is North Urbahn Avenue and primarily single-family residential uses. To the south of the site is Rosario Street and primarily single-family residential uses. To the west of the site is North Tapeyeste Avenue and primarily single-family residential uses.

Comprehensive Plan: The Future Land Use Map recognizes this area as Downtown Mixed Use.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Chihuahua Street as an Industrial Collector and North Buena Vista Avenue as a Local Street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 27 **In Favor:** 1 **Opposed:** 1

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 6 to 1 vote recommended denial of the zone change.

STAFF RECOMMENDATION

Staff does no support the proposed zone change for the following reasons:

1. The proposed zone change is not in conformance with the Comprehensive Plan's designation as Downtown Mixed-Use (CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE), which does not include B-1 zoning districts.

2. Chihuahua Street is a boundary line between commercial and residential uses at this location.

3. South of Chihuahua Street is primarily single-family residential uses. The site abuts single-family residential uses to the east and south.

4. The current R-O zone already allows for neighborhood friendly commercial uses.

5. The proposed zone change of a B-1 will allow uses that will negatively impact the surrounding residential uses.

6. The proposed zone change of a B-1 will introduce uses that are dissimilar in the area.

7. The proposed zone change will create an isolated zoning district within the immediate vicinity of the site.

General Comments:
1. Pursuant of a conditional use permit is anticipated to be more appropriate at this location. However, the conditional use permit is not guaranteed.

2. The approval of the zone change does not guarantee the issuance of the building permit, certificate of occupancy, or any other permit which may be required.

3. Any use allowed under the current zone or proposed zone change is required to abide by all relevant municipal codes.

IMPACT ANALYSIS

B-1. The purpose of the B-1 Limited Business District is to provide for business and commercial development serving a limited geographic area or neighborhood.

Is this change contrary to the established land use pattern?
Yes. The proposed site abuts a large area of single-family residential uses.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes, the proposed will create an isolated zoning district. There are no B-1 zoning districts within the immediate vicinity of the proposed site.

Will change adversely influence living conditions in the neighborhood?

Possibly. It is anticipated to negatively impact the surrounding neighborhood due to the introductory uses of a B-1 zone change.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the existing zone does not allow for B-1 zoning uses. The applicant did not specify the specific proposed use.

Attachments:

Comp Plan Alignment

Maps

Zone Change Signage

Draft Ordinance

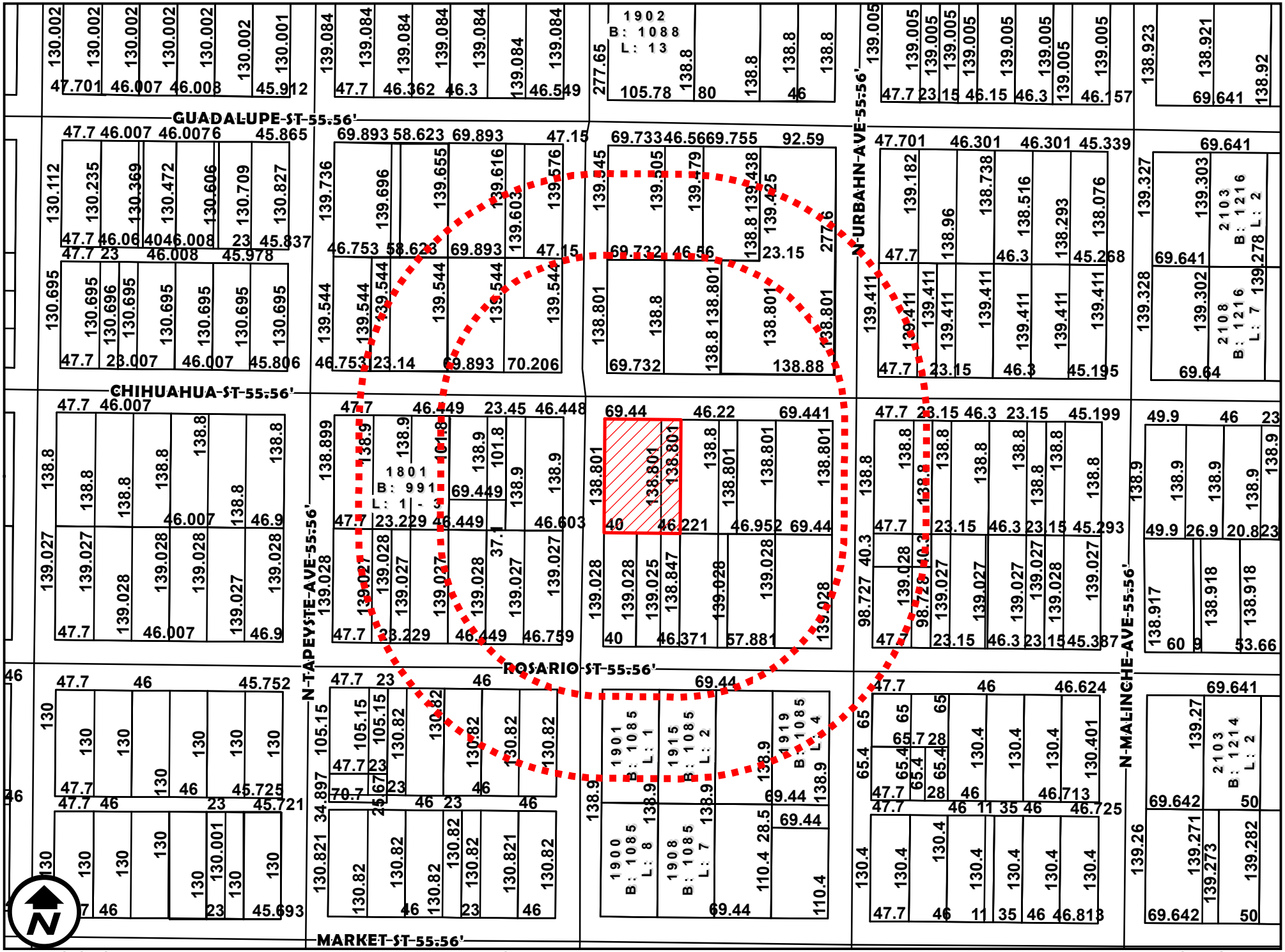


AERIAL MAP

1 inch = 150 feet

ZC-065-2025
COUNCIL DISTRICT 3
1901 CHIHUAHUA STREET

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-1 (LIMITED BUSINESS DISTRICT)



DIMENSIONS MAP

1 inch = 150 feet

ZC-065-2025

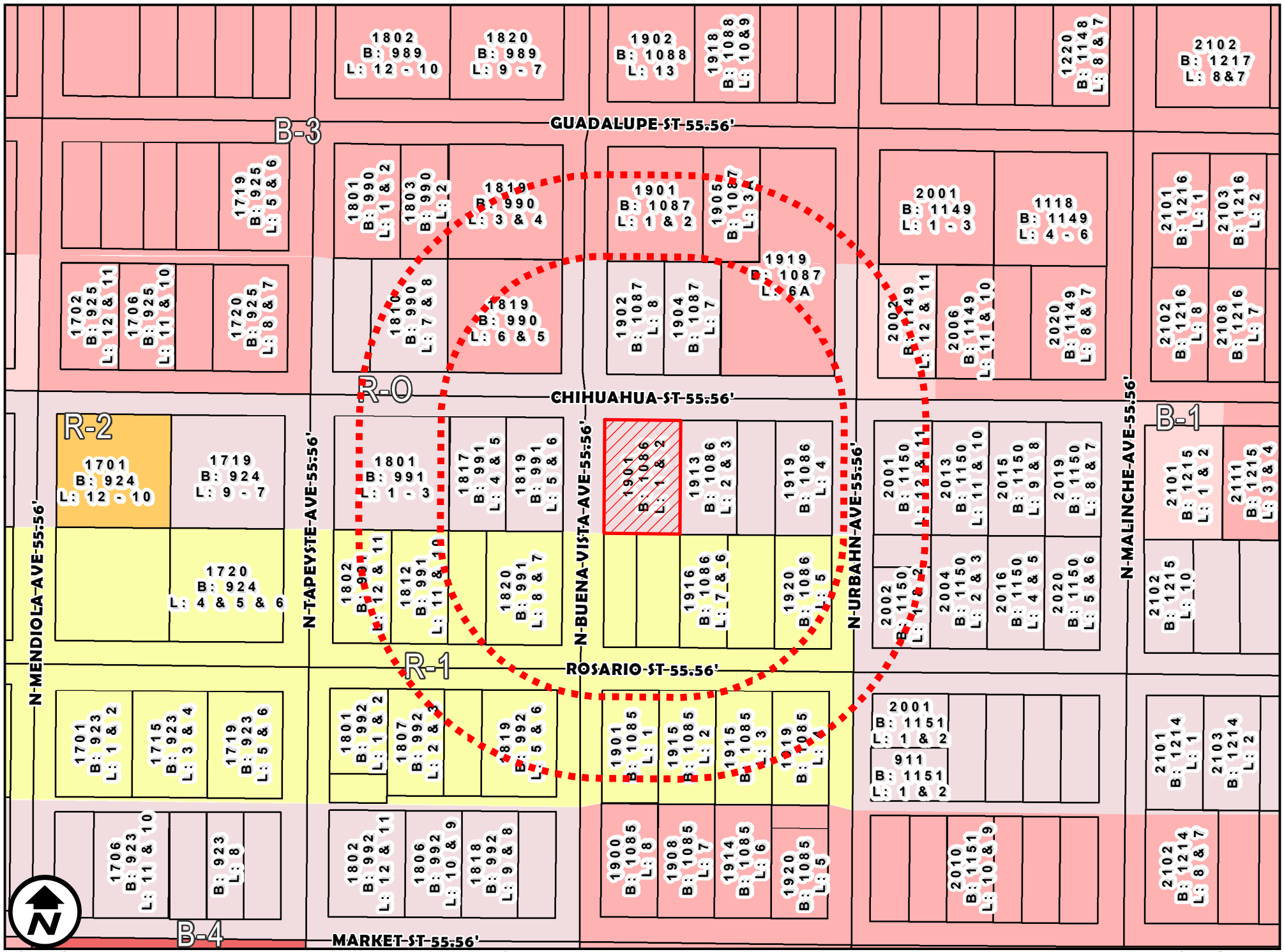
COUNCIL DISTRICT 3

1901 CHIHUAHUA STREET

APPLICATION F

R-O (RESIDENTIAL/OFFICE DISTRICT)

B-1 (LIMITED BUSINESS DISTRICT)

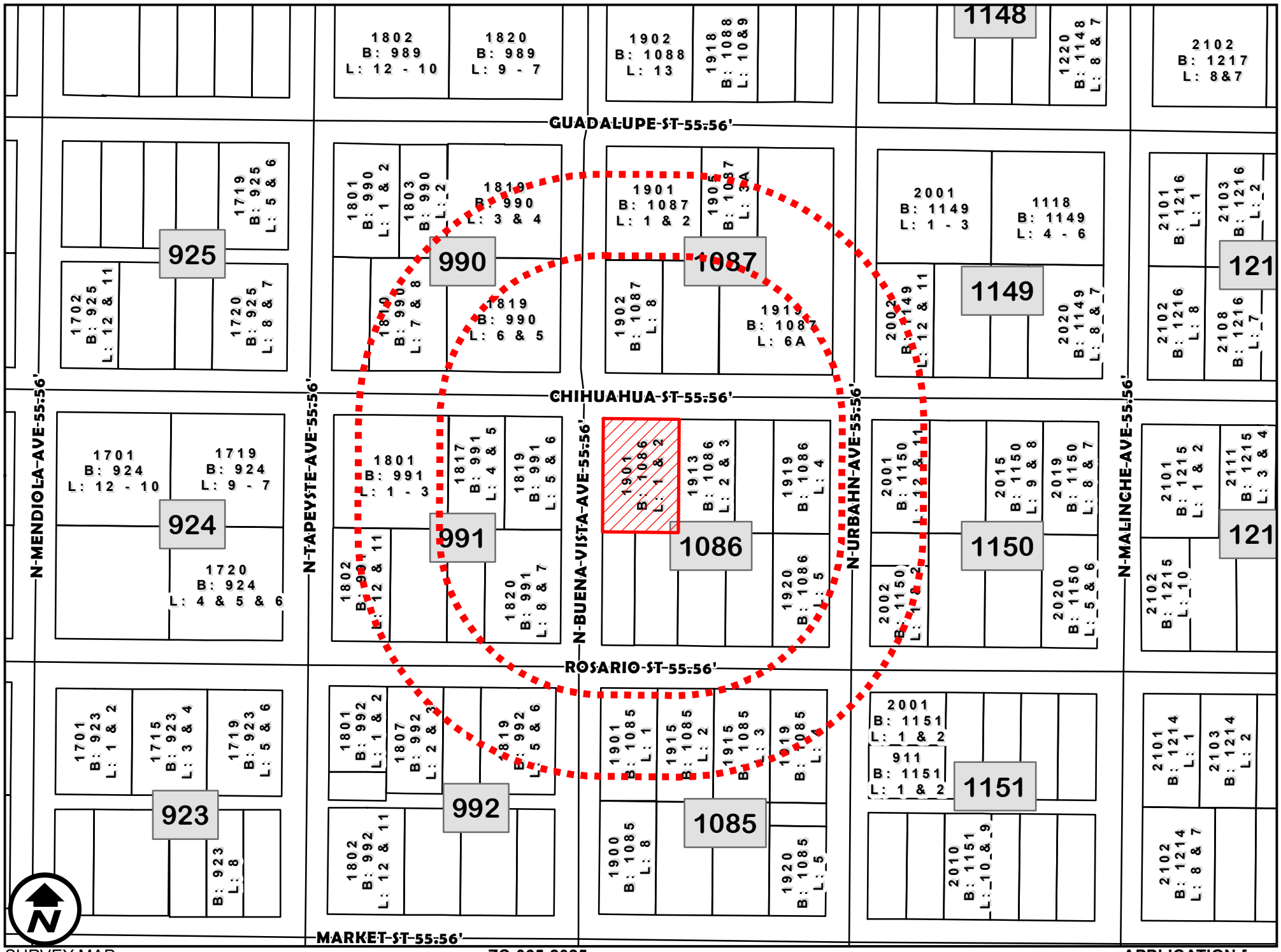


ZONING MAP

1 inch = 150 feet

ZC-065-2025
COUNCIL DISTRICT 3
1901 CHIHUAHUA STREET

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-1 (LIMITED BUSINESS DISTRICT)

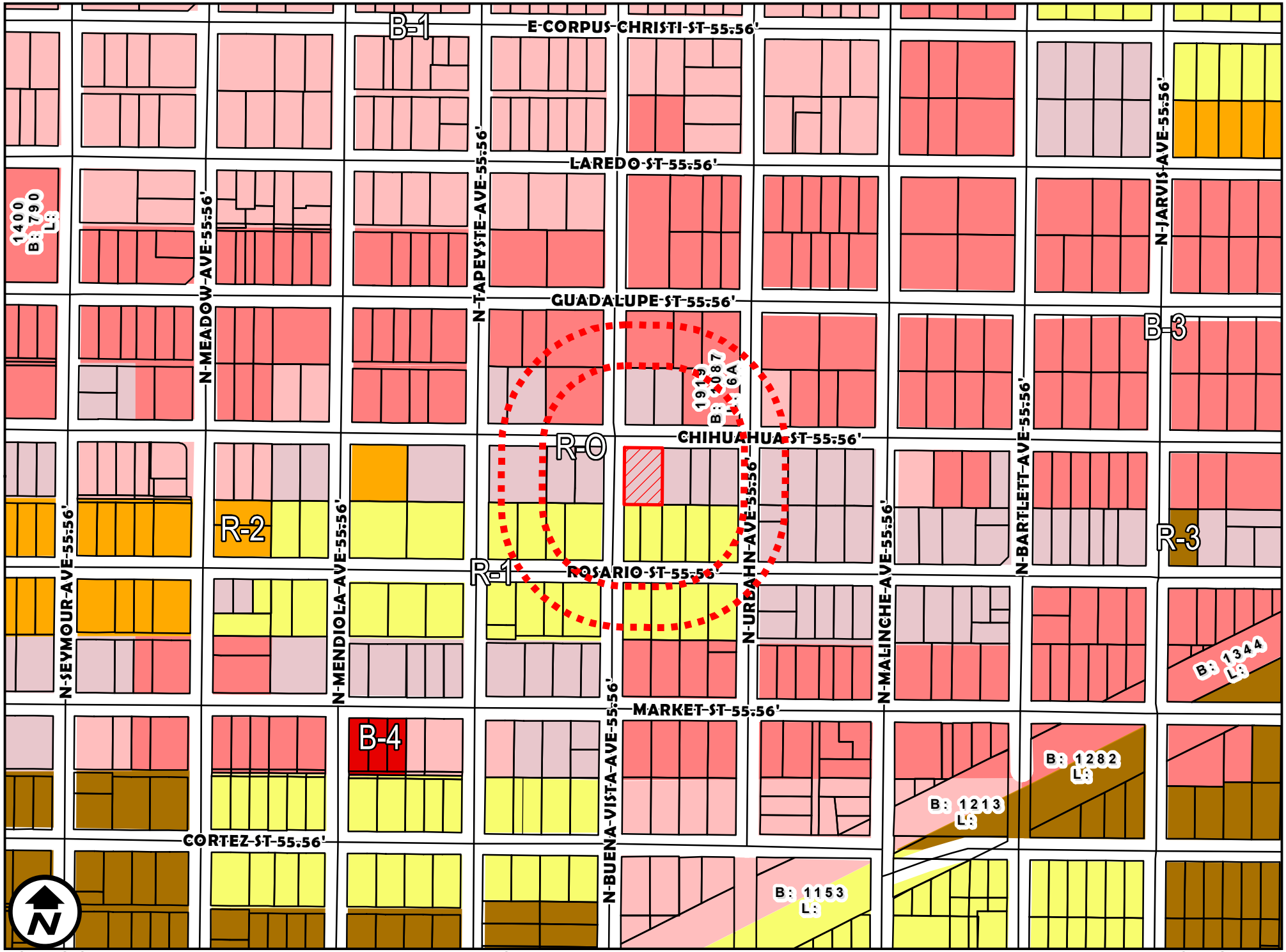


SURVEY MAP

1 inch = 150 feet

ZC-065-2025
COUNCIL DISTRICT 3
1901 CHIHUAHUA STREET

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-1 (LIMITED BUSINESS DISTRICT)



ZONING OVERVIEW

1 inch = 300 feet

ZC-065-2025
COUNCIL DISTRICT 3
1901 CHIHUAHUA STREET

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-1 (LIMITED BUSINESS DISTRICT)

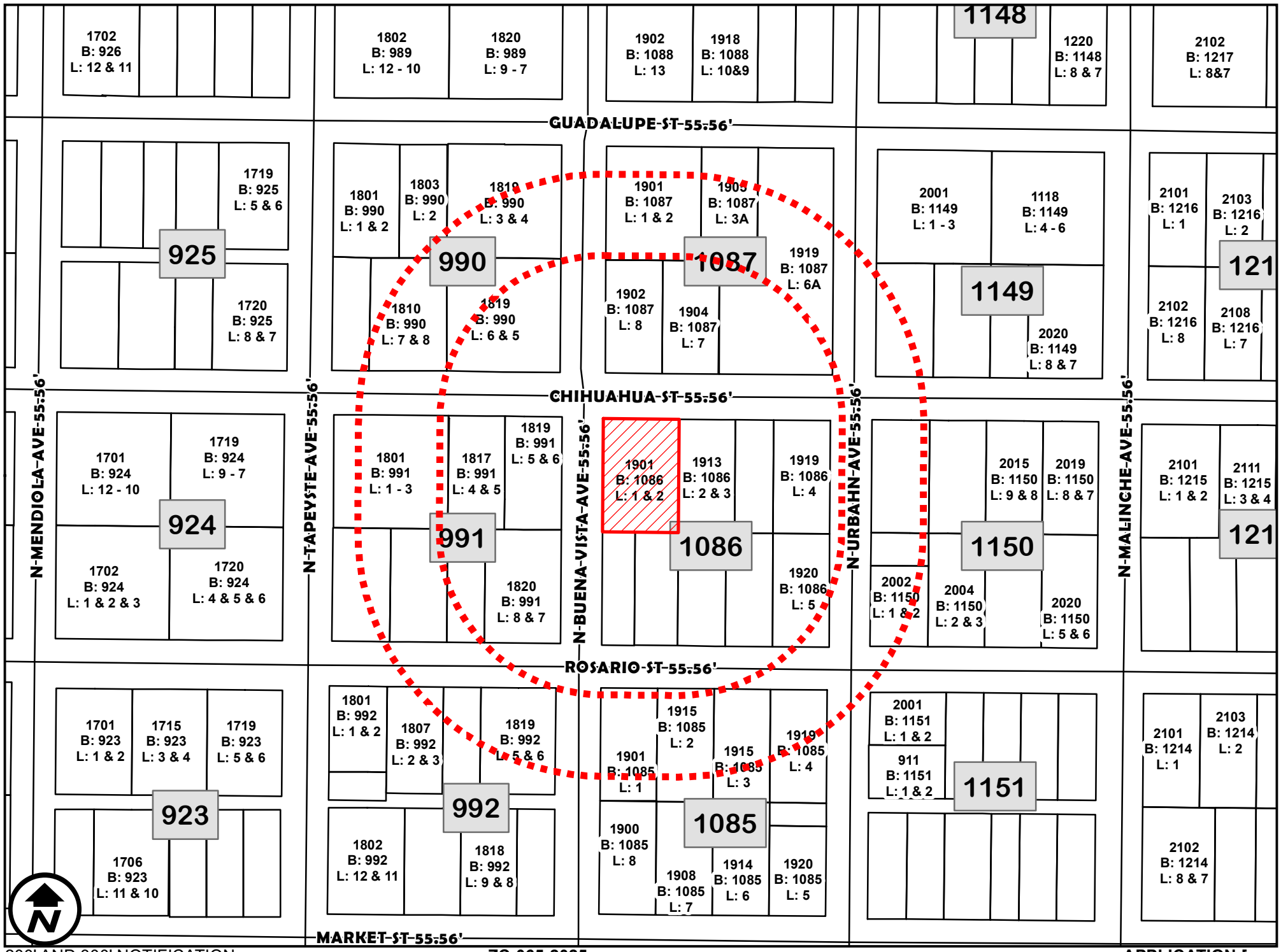


FUTURE LANDUSE

1 inch = 150 feet

ZC-065-2025
COUNCIL DISTRICT 3
1901 CHIHUAHUA STREET

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-1 (LIMITED BUSINESS DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-065-2025
COUNCIL DISTRICT 3
1901 CHIHUAHUA STREET

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-1 (LIMITED BUSINESS DISTRICT)


ZC065-2015
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-O TO B-1
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1 AND THE WEST 1/3 VARAS OF LOT 2, BLOCK 1086, EASTERN DIVISION, LOCATED AT 1901 CHIHUAHUA STREET, FROM R-O (RESIDENTIAL/OFFICE DISTRICT) TO B-1 (LIMITED BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lot 1 and the west 1/3 varas of Lot 2, Block 1086, Eastern Division, located at 1901 Chihuahua Street, from R-O (Residential/Office District) to B-1 (Limited Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on August 21, 2025; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on September 15, 2025 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo is hereby amended by Lot 1 and the west 1/3 varas of Lot 2, Block 1086, Eastern Division, located at 1901 Chihuahua Street, from R-O (Residential/Office District) to B-1 (Limited Business District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 9/15/2025 **Public Hearing & Introductory Ordinance 1.**

SUBJECT
Public Hearing and Introductory Ordinance authorizing the City Manager to amend the City of Laredo FY2025 General Fund Library Department by appropriating $10,000 in revenues and expenses for the Texas State Library and Archives Commission (TSLAC) Texas Reads Grant for an eight-week Toy Photography Workshop for youth during the 2026 Summer Reading Program. Grant will be allocated in the General Fund.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):
Goal 10.1 - "Support the improvement of the education system of Laredo through coordination of efforts across all agencies."
Goal 10.2 - "Recognize local and regional arts and culture as the foremost indicator of the community's unique identity and support its development to cultivate civic pride and identity and as an essential component to economic development and for attracting and retaining talent."
Policy 10.2.8 - "Make Arts and Culture the cornerstone of Laredo's identity by encouraging and growing our cultural arts base, film and art festivals, theater, and other artistic projects."
Policy 10.2.9 - "Promote Children's Art Programs."

Summary of alignment:
This ordinance demonstrates **strong alignment** with multiple goals and policies in the Viva Laredo Comprehensive Plan. It directly supports the development of **educational artistic and cultural programs**-a priority per **Goal 10.1 and Goal 10.2** and **Policy 10.2.8 and 10.2.9.** Programs such as these empower youth to explore learning literary concepts and photography techniques in an educational and artistic manner. Concepts such as plot and scene and composition and lighting will be taught during this eight-week toy photography workshop.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Texas State Library and Archives Commission's (TSLAC) Texas Reads Grant funds public library programs that promote reading and literacy within local communities.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Staff recommends the appropriation and acceptance of funds.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	N
Source of Funds:	Texas State Library and Archives Commission
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Revenues
Operating Grant/Texas State Library $10,000

Expenses
Library Supplies $10,000

TEXAS STATE LIBRARY & ARCHIVES COMMISSION
TEXAS READS GRANT PROGRAM

Grant Number: TXR-26010

I. CONTRACTING PARTIES

Grantor: Texas State Library and Archives Commission (TSLAC)

Subrecipient: City of Laredo, Laredo Public Library
1120 E Calton Rd
Laredo, TX 78041-7328
Federal Unique Entity ID: HWX7C56NNUV1

II. TERM OF GRANT

September 1, 2025, through August 31, 2026

III. STATEMENT OF SERVICES TO BE PERFORMED

Subrecipient shall provide services as outlined in the notice of funding opportunity (NOFO), Fiscal Year 2026 Texas Reads Grant Program Guidelines, and subrecipient's grant application (Texas Reads for FY 2026) as approved by TSLAC. Grant funds must be used to meet TSLAC and Federal goals. The Subrecipient must report information relating to best practices and performance outcomes during the period of this contract. The NOFO and approved grant application are incorporated into this contract as if fully set forth herein. In the event of any conflict between the NOFO, approved grant application, and this contract, the order of precedence shall be (1) this contract, (2) the Notice of Funding Opportunity, and (3) the approved grant application.

IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS

A. The total amount of the grant shall not exceed: $10,000.00 . Indirect costs, as included in the total amount awarded, shall not exceed 0.000 or $0.00 as indicated in the budget below.

B. Source of funds:
Institute of Museum and Library Services (IMLS)
Assistance Listing Number/Title: 45.310 Grants to States
Federal Award Identification #: LS-259205-OLS-25; Federal Award Date: April 21, 2025

C. The Subrecipient is restricted to one of two methods for requesting funds from TSLAC. The Subrecipient may request reimbursement of actual and allowable expenditures for the Subrecipient's normal billing cycle, or advance payment for estimated and allowable expenditures to be incurred in the 30-day period following the request. Only Subrecipients providing documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from TSLAC and disbursement of grant funds will be allowed to request advance payments.

D. The Subrecipient must request payments from TSLAC using TSLAC's Request for Funds form (RFF) via TSLAC's online Grant Management System (GMS), located at https://grants.tsl.texas.gov. Requests may be submitted to TSLAC no more often than once every 30 days, and no less often than once per quarter. Funds will be processed and paid to the Subrecipient provided TSLAC has received a fully executed contract, and the Subrecipient has fulfilled all reporting and training requirements for current and preceding contracts and submitted all required documentation with the RFF.

E. The Subrecipient is encouraged to earn income to defray program costs when appropriate. Use of program income must be approved by IMLS and be for the original purpose of the award. Program income earned during the period of performance may only be used for costs incurred during the period of performance or allowable closeout costs. Program income must be expended prior to requesting additional Federal funds. Program income exceeding amounts specified in the award may be added to or deducted from the total allowable costs in accordance with the terms and conditions of the award. See 2 CFR §200.307.

F. When submitting an RFF for reimbursement, the Subrecipient must provide TSLAC with supporting documentation, such as receipts, paid invoices, time sheets, and/or pay stubs to support the amount requested before payment will be processed. Subrecipient must submit the final request for reimbursement with all

supporting documentation no later than **September 15, 2026**. Requests or documentation received after the deadline(s) will generally be declined but may be considered on a case-by-case basis if the request does not create an undue burden on TSLAC business operations and Subrecipient demonstrates good cause for missing the deadline(s) (i.e., the reason for missing the deadline is due to no unreasonable delay or fault of Subrecipient).

G. The Subrecipient may not obligate or encumber grant funds after **July 31, 2026**. All obligations and encumbrances must be liquidated or paid no later than **September 15, 2026.**

H. If the Subrecipient does not expend funds on a regular basis and/or provide notice relating to unexpended funds by **June 1, 2026**, TSLAC reserves the right to act as necessary to reduce any unexpended balances, including reducing the amount specified in Section IV. A. above.

I. Interest earned in excess of $500 on advanced funds must be returned to TSLAC per requirements in the State of Texas Grant Management Standards (TxGMS). All unexpended grant funds must be returned to TSLAC per requirements in TxGMS.

J. Per the approved grant application, funds are authorized according to the following budget:

Salaries/Wages/Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies/Materials	$10,000.00
Services	$0.00
Consultant Fees	$0.00
Indirect Costs	$0.00
Total	$10,000.00

V. REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

If the Subrecipient anticipates a need for a budget or program revision, Subrecipient must notify TSLAC and, if approved by TSLAC, request a budget and/or program revision for fiscal and/or programmatic changes as outlined in this Section. Subrecipient must submit a change request for budget and/or program revisions electronically on TSLAC's GMS. Under no condition may a Subrecipient request to exceed the total grant amount. TSLAC must receive all change requests on or before **June 15, 2026**. Requests received after this date will generally be declined but may be considered on a case-by-case basis if extenuating circumstances exist. **Subrecipient must submit a budget and/or program change request to TSLAC before obligating or expending grant funds as follows:**

A. Fiscal changes require an approved budget revision under any of the following conditions:

1. Making cumulative transfers among budget cost categories or projects that are expected to exceed ten (10) percent of the total grant;
2. Transferring any funds into a budget cost category that currently equals zero ($0);
3. Expending any program income earned through the utilization of resources funded by this grant; or,
4. Changing the items listed in the approved budget categories if an item's cost or features are substantially different from what the approved grant application specifies, or from a previously approved fiscal or program revision.

B. Programmatic changes to the approved grant application require an approved Program Revision under any of the following conditions:

1. Obtaining the services of a third party to perform activities that are central to the purposes of the grant; or,
2. Changing the scope or objectives of the approved program, regardless of whether there is an associated budget revision. A change in scope is a substantive difference in the approach or method used to reach program objectives.

VI. EQUIPMENT AND PROPERTY REQUIREMENTS

A. If conditions described in Section V.A.1. are met, any fiscal change to items listed in the Equipment budget category specified in Section IV. I. of this contract will require an approved Budget Revision before making the change. A fiscal change includes a change in the cost of the equipment and/or property, and any cost necessary to put the item into service, including, but not limited to, the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges such as taxes, duty, protective in-transit insurance, freight, and installation should be included in or excluded from the expenditure cost in accordance with the Subrecipient's regular accounting practices and Generally Accepted Accounting Practices (GAAP). TSLAC will not advise Subrecipient on ancillary charges.

B. The Subrecipient will comply with TxGMS, Property Standards, Equipment, requiring certain items of equipment to be maintained on inventory.

C. Equipment costing $10,000 or more per unit requires approval before purchase. In those instances, TSLAC must secure approval from IMLS on behalf of the Subrecipient and inform Subrecipient of approval once received. Subrecipient may not proceed with purchase unless TSLAC notifies Subrecipient of IMLS approval.

D. Subject to the obligations and conditions set forth in TxGMS, title to equipment acquired under a grant will vest in the Subrecipient upon acquisition. Subrecipient must include any equipment/property acquired with grant funds in the required biennial property inventory and follow the TxGMS requirement that the Subrecipient reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This biennial inventory does not need to be submitted to TSLAC but must be maintained by the Subrecipient and will be subject to review and/or audit by TSLAC. When property is vested in the Subrecipient, Subrecipient will dispose of equipment/property in accordance with TxGMS. When the Subrecipient has been given Federally or State-owned equipment/property, Subrecipient will follow the guidance as set forth in TxGMS.

VII. REPORTING REQUIREMENTS

The State Legislature has charged TSLAC with submitting performance measure reports that specify the level of services provided by its programs and services. In accepting these grant funds, the Subrecipient acknowledges responsibility for performing certain services on behalf of TSLAC, as outlined in the approved grant application. Therefore, the Subrecipient is responsible for submitting periodic reports that reflect the Subrecipient's level of performance on these services to TSLAC. To comply with these requirements, the Subrecipient agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.

A. The Subrecipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and/or, (3) any other issues identified in the Subrecipient's grant activities or internal audit. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Subrecipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.

B. The Subrecipient agrees to submit quarterly performance reports detailing grant-funded activities via the TSLAC GMS on or before due dates listed in the following schedule. If a due date falls on a weekend or state holiday, the respective report will be due on the next business day. Subrecipient agrees to submit Legislative Budget Board (LBB) measures as defined by TSLAC in the reports, and to work with agency staff in the development and reporting of Project outcomes. LBB measures may include the numbers of: a) books and other materials purchased with grant funds; b) persons provided grant-sponsored services; and/or c) library staff trained or assisted to carry out the grant-funded activities.

Reporting Period	Due Date
P1 (September 1, 2025 – February 28, 2026)	**March 7, 2026**
P2 (March 1, 2026 – August 31, 2026)	**September 7, 2026**

C. The Subrecipient will ensure that all fiscal reports or vouchers requesting payment under this agreement will include a certification, signed by an official who is authorized to legally bind the Subrecipient, that the reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes

and objectives set forth in the terms and conditions of the award. The Subrecipient acknowledges that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the signing official to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. (2 CFR §200.415)

D. The Subrecipient agrees to submit an audit certification form for the auditable period including August 31, 2026, to TSLAC no later than **December 31, 2026, or other deadline as specified by TSLAC.**

E. If a single audit is required, the Subrecipient will comply with the Supercircular (2 CFR §200.512 Report Submission). The audit shall be completed and the required data collection form submitted to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the State agency that provided the funding or a different period is specified in a program-specific audit guide.

F. TSLAC reserves the right to withhold final payment on this Grant until all required reports and forms are received.

VIII. GENERAL TERMS AND CONDITIONS

A. The Subrecipient will comply with the Texas Reads Grant Program Guidelines for SFY 2026.

B. The Subrecipient will comply with the Rules for Administering the Special Projects Grant, Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter C, Division 7, Rules 2.710–2.712; and Title and Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.120 regarding General Grant Guidelines.

C. The Subrecipient will comply with all applicable Federal and State laws and any other requirements relevant to the performance of Subrecipient under this contract, including the following rules and guidance as applicable:

1. Texas Grant Management Standards (TxGMS) *(https://comptroller.texas.gov/purchasing/grant-management/);* and
2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200 and §3187 *(https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200)*.

D. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Subrecipient understands that IMLS and TSLAC reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal or State government purposes, and to authorize others to do so. (2 CFR §200.315)

E. All publicity relating to the grant award must include acknowledgment of the Institute of Museum and Library Services (*www.imls.gov/recipients/imls_acknowledgement.aspx)* and the Texas State Library and Archives Commission. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Subrecipient's website, and materials distributed through the grant project. The Subrecipient will provide TSLAC with one set of all public relations materials produced under this grant with the final quarterly performance report.

F. Subrecipients 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 as amended (42 U.S.C. §2000 et seq.), which prohibits discrimination on the basis of race, color, or national origin, including taking reasonable steps to ensure that limited English Proficient (LEP) persons have meaningful access to the applicant's programs; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1689), which prohibits discrimination on the basis of sex in education programs; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §701 et seq., including §794), which prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. §§6101 et seq), 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. §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) that may apply to the application.

G. Subrecipient understands that acceptance of funds under this contract acts as acceptance of the authority of duly authorized representatives of TSLAC, IMLS, the Comptroller General of the United States, and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with said representatives in the conduct of the audit or investigation and agrees to provide access to all books, documents, papers, examinations, excerpts, transcripts, copies, and any other records necessary to conduct the audit and/or investigation. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient, and the requirement to cooperate, is included in the contract for any sub-grant awarded. The Subrecipient also represents and warrants that it will comply with Texas Government Code, §321.022, which requires that suspected fraud and unlawful conduct be reported to the Texas State Auditor's Office.

H. The Subrecipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Subrecipient and its employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect;
3. Use forced labor in the performance of the award or subawards under the award; or
4. Engage in acts that directly support or advance trafficking in persons

I. The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2023-2027 is submitted (anticipated date of submission is January 29, 2029). **This means the Subrecipient must maintain all grant-related records through January 29, 2032. In addition, Subrecipients that operate as State agencies must comply with (Texas Government Code, §441.1855), relating to state agency contracting and the retention of all contract-related documents.**

In the event the Subrecipient or receiving entity ceases to exist, the Subrecipient will notify TSLAC in writing providing the name of the legal entity that will maintain the records and the location of the records.

J. This grant may be terminated by written notice and mutual agreement of both parties. The termination notice must be given no less than 30 days prior to the termination date. Where notice of termination is given, the Subrecipient shall:

1. Take immediate steps to bring the work or grant activities to a close in a prompt and orderly manner. Subrecipient will complete reporting requirements outlined in Section VII of this document and in a manner mutually agreed upon by both parties as part of the closeout process.
2. Reduce expenses to a minimum and not expend, obligate, or commit any additional funds after notice of termination is received.. All contracted funds that are not spent, encumbered or obligated at the time of notice of termination shall revert back to TSLAC according to processes established in Section IV.H. of this document and according to a timeline mutually agreed upon by both parties.

K. The Subrecipient shall notify TSLAC in writing of any changes to key grant personnel (i.e., program manager, library director, financial contact, etc.) within seven (7) days of the change occurrence.

L. Loss of all of Subrecipient's staff prior to the end of the grant period or the termination date, whichever is earlier, does not relieve the Subrecipient of its obligation to fulfill all terms and conditions of the grant with regard to reporting requirements, retention of records, and requirements for disposition of equipment and supplies.

M. The parties agree that no provision of this contract is in any way intended to constitute a waiver by TSLAC or the State of Texas of any immunities from suit or from liability that TSLAC or the State of Texas may have by operation of law.

N. The dispute resolution process provided in Texas Government Code, Chapter 2009, is available to the parties to resolve any dispute arising under the agreement.

IX. ENFORCEMENT

A. Remedies for noncompliance. If a Subrecipient materially fails to comply with any term of the contract, whether stated in a State or Federal statute or regulation, an assurance in a State plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions or impose other sanctions as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe enforcement action by TSLAC;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current contract for the Subrecipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

B. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved. Appeal/protest procedures are outlined in the Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter A, §2.55 (Protest Procedure).

C. Effects of suspension and termination. Costs to Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorizes them in writing. Other Subrecipient costs incurred during suspension or after termination that are necessary and not reasonably avoidable are allowable if:

1. The costs relate to obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination and were not incurred in anticipation of suspension or termination, and, in the case of a termination, the costs are noncancelable; and,
2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. Relationship to Debarment and Suspension — The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (See TxGMS, Appendix 6, Debarment and Suspension) and State law.

X. CONTACTS AT TSLAC

Questions or concerns about programmatic issues, budget and/or program revisions, performance reports, and equipment/property should be directed to:

Taylor Gardner, Grants Administrator
Phone: 512-463-5468 / Fax: 512- 936-2306
E-mail: grants@tsl.texas.gov

Questions or documentation relating to requests for funds, payments, and financial status should be directed to:

Arturo Villarreal, Grants Accountant
Phone: 512-463-5472 / Fax: 512-475-0185
E-mail: grants.accounting@tsl.texas.gov

Questions or concerns about advance payments and other financial issues should be directed to:

Rebecca Cannon, Manager, Accounting and Grants
Phone: 512-463-6626 / Fax: 512-475-0185
E-mail: rcannon@tsl.texas.gov

Payments from Subrecipient to TSLAC, such as refunds and those for excess advanced funds or for interest earned on advanced funds, should be mailed to the following address with an explanation of the purpose of the payment and the grant number:

Grants Accountant
Accounting and Grants Department
Texas State Library and Archives Commission
PO Box 12516

Austin, TX 78711-2516

XI. APPLICABLE AND GOVERNING LAW; AVAILABILITY OF FUNDS

A. The laws of the State of Texas shall govern this grant.

B. The venue for any suit arising from this contract will be in a court of competent jurisdiction in Travis County, Texas. This contract, all of its terms and conditions, all rights, obligations, and duties of the parties, and all claims arising out of or relating to this contract, will be construed, interpreted and applied in accordance with, governed by, and enforced under the laws of the State of Texas.

C. This grant contract is subject to the availability of funds. TSLAC may reduce or terminate this grant contract when the availability of funding is reduced or eliminated.

XII. GRANT CERTIFICATIONS

A. TSLAC certifies that: (1) the services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) the grant is authorized by and in compliance with Texas Government Code §441.006, Texas Government Code §441.135; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 4, §§2.410–2.412 regarding the Texas Reads Grants Program; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 7, §§2.710–2.720 regarding General Grant Guidelines; the Library Services and Technology Act (LSTA); the LSTA Five-Year Plan for Texas; and TxGMS.

B. The Subrecipient certifies that all costs included in this grant award are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements.

C. The Subrecipient certifies that the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently, and the negotiating agency will be notified of any accounting changes that would affect the predetermined rate.

D. For any agreement exceeding $100,000, the Subrecipient certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 on its behalf in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If non-federal funds are used by Subrecipient to conduct such lobbying activities, the Subrecipient shall promptly file the prescribed disclosure form. The 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 in compliance with 31 U.S.C. §1352.

E. Subrecipient has provided to TSLAC the mandatory Internet Safety Certification (Certification) that it is in compliance with requirements of the Children's Internet Protection Act (CIPA) for any Federal funds under this grant that will be used to purchase computers used to access the Internet or pay for the direct costs of accessing the Internet. Subrecipient agrees to collect, as required and appropriate, Certification forms from all libraries receiving benefits of Federal funds expended under this contract.

F. Subrecipient certifies that neither subrecipient nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800(a); or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to these Certifications.

G. The Subrecipient certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).

H. In addition to Federal requirements, State law requires a number of assurances from applicants for Federal pass-through or other State-appropriated funds (TxGMS, Appendix 6, Uniform Assurances by Local Governments), The Subrecipient hereby represents and warrants its compliance with all applicable required assurances.

I. The subrecipient certifies that it will comply with drug-free workplace requirements in Subpart B of 2 CFR 3186, which adopts the government-wide implementation (2 CFR 182) of Sections 5152-515 of the Drug-Free Workplace Act of 1988 (P.L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701–707). This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying (either at the time of application or upon award, or in documents kept on file in the recipient's offices) all known workplaces under Federal awards.

J. The Subrecipient represents and warrants that it will comply, and assure 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 the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

K. The Subrecipient represents and warrants its compliance with Texas Government Code, §2054.5191, relating to the cybersecurity training program for local government employees who have access to a local government computer system or database and any additional training that may be required by this section.

L. The Subrecipient represents and warrants its compliance with 2 CFR §200.113, which requires the prompt disclosure in writing whenever, in connection with the award, Subrecipient has credible evidence of a commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations, or a violation of the civil False Claims Act (31 USC 3729-3733) to IMLS, IMLS's Office of General Counsel, and TSLAC.

M. The Subrecipient represents and warrants that it will comply with Texas Government Code, §2252.906, relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

N. In accordance with Texas Government Code, §669.003, relating to contracting with the executive head of a State agency, Subrecipient certifies that it is not (1) the executive head of TSLAC, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of TSLAC, or (3) a person who employs a current or former executive head of TSLAC.

O. The Subrecipient represents and warrants that TSLAC's payments to Subrecipient and Subrecipient's receipt of funds under the contract or grant are not prohibited by Texas Government Code, §§ 403.1067 or 556.0055, which restrict lobbying expenditures.

P. The Subrecipient represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. The Subrecipient has not given, or offered to give, nor does Subrecipient intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of TSLAC, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant State or Federal law. Further, the 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 or grant, Subrecipient shall promptly notify TSLAC. The Subrecipient will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. The Subrecipient will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this contract. The

Subrecipient must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract. The Subrecipient represents and warrants its compliance with the Federal agency's conflict of interest policies in accordance with 2 CFR §200.112.

Q. In accordance with 2 C.F.R. §200.217, the Subrecipient represents and warrants that it will not discharge, demote, or otherwise discriminate against an employee of the subrecipient as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The Subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

R. Subrecipient will establish, document, and maintain effective internal control over the award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. Subrecipient must also take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information.

XIII. SIGNATURES

Each of the undersigned represents and warrants they have the authority to execute this contract and bind their respective party to the terms and conditions herein.

GRANTOR

Texas State Library and Archives Commission

_____

Sarah Karnes, Library Development and Networking Director

_____

Date

Approved by:

_____ Chief Operations and Fiscal Officer

_____ Grants Administrator

SUBRECIPIENT

City of Laredo, Laredo Public Library

_____

Signature (official empowered to enter into contracts)

_____

Typewritten or Printed Name

_____

Title

_____

Date

Official Award Notification for Competitive Grants
State Fiscal Year 2026

Subrecipient Information

City of Laredo, Laredo Public Library
1120 E Calton Rd
Laredo, TX 78041-7328
FUEI: HWX7C56NNUV1

Project Manager: Ana P. Garcia, apgarcia@ci.laredo.tx.us
Library Director: Analiza Perez-Gomez, agomez3@ci.laredo.tx.us

Basic Award Information	
Awarding Agency:	Texas State Library & Archives Commission
Grant Program:	Competitive — Texas Reads 2026
State Award Date:	August 1, 2025
Grant Number:	TXR-26010
Grant Period Start Date:	September 1, 2025
Grant Period End Date:	August 31, 2026
Source of funds:	Federal — Institute of Museum and Library Services (IMLS)
CFDA No. & Name:	45.310 — Grants to States
Federal Award Identification Number (FAIN):	LS-259205-OLS-25
Federal Award Date:	April 21, 2025
Amount of Federal Funds Obligated by this Action:	$10,000.00
Total Amount of Federal Funds Obligated:	$10,000.00
Total Amount of Award:	**$10,000.00**
Indirect Cost Rate:	0.00
Funding Type:	Reimbursement

Basic Award Information

1. This grant award is governed by the approved grant application and signed grant contract. Subrecipient shall provide services as outlined in the approved grant application (Texas Reads Grant for SFY 2023) as approved by TSLAC. Grant funds must be used to meet TSLAC and Federal goals. The Subrecipient must report information relating to best practices and performance outcomes as designated in the TSLAC grant contract. The approved grant application submitted by Subrecipient is incorporated into the contract as if fully set forth therein. In the event of any conflict between the grant application and the contract, the contract shall prevail.
2. Grant support is provided under the following state and federal rules as applicable:
   a. Texas Reads Grant Program Guidelines for SFY 2026
   b. Rules for Administering the Texas Reads Grant, Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 7, Rules 2.710–2.712;
   c. General Grant Guidelines, Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119;
   d. Texas Grant Management Standards (TxGMS) *(https://comptroller.texas.gov/purchasing/grant-management/);* and
   e. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200 and §3187 (Supercircular)) *(https://federalregister.gov/a/2013-30465)*.
3. The Subrecipient's grant-related staff must attend all TSLAC grant management training as applicable to their grant duties.
4. The Subrecipient's authorizing official must sign and return the required grant contract to indicate acceptance of the award and compliance with the statutory and regulatory requirements before any funds will be reimbursed.

Performance Goals:

Subrecipient is to report on grant performance as designated and scheduled in the TSLAC grant contract.

TSLAC Contact Information

Questions or concerns about programmatic issues, budget and/or program revisions, performance reports, and equipment/property should be directed to:

Taylor Gardner, Grants Coordinator
E-mail: grants@tsl.texas.gov

Questions or documentation relating to requests for funds, payments, and financial status should be directed to:

Arturo Villarreal, Grants Accountant
E-mail: grants.accounting@tsl.texas.gov

TSLAC Authorized Official



Sarah Jacobson, Division Director
Library Development and Networking
June 9, 2025

COUNCIL COMMUNICATION

DATE:	SUBJECT: Public Hearing and Introductory Ordinance
9/15/2025	**PUBLIC HEARING AND INTRODUCTORY ORDINANCE AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO FY25 GENERAL FUND LIBRARY DEPARTMENT BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF $10,000.00 TO FUND THE TEXAS READS GRANT EIGHT-WEEK TOY PHOTOGRAPHY WORKSHOP, AS AWARDED BY THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION (TSLAC). THE GRANT AWARD IS IN THE AMOUNT OF $10,000.00 WITH NO CASH MATCH REQUIRED FOR A TOTAL GRANT AMOUNT OF $10,000.00. THE PERFORMANCE PERIOD IS SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2026.**

INITIATED BY:	STAFF SOURCE:
Joseph W. Neeb City Manager	Analiza Perez-Gomez. Interim Library Director

PREVIOUS COUNCIL ACTION:
City Manager approved the grant application submission on March 6, 2025.

BACKGROUND:

The Texas State Library and Archives Commission's (TSLAC) Texas Reads Grant funds public library programs that promote reading and literacy within local communities.

FINANCIAL IMPACT:
Funding will be allocated in the General Fund.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Recommends the approval of this Public Hearing and Introductory Ordinance.

ORDINANCE No. _____

PUBLIC HEARING AND INTRODUCTORY ORDINANCE AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO FY25 GENERAL FUND LIBRARY DEPARTMENT BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF $10,000.00 TO FUND THE TEXAS READS GRANT EIGHT-WEEK TOY PHOTOGRAPHY WORKSHOP, AS AWARDED BY THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION (TSLAC). THE GRANT AWARD IS IN THE AMOUNT OF $10,000.00 WITH NO CASH MATCH REQUIRED FOR A TOTAL GRANT AMOUNT OF $10,000.00. THE PERFORMANCE PERIOD IS SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2026.

Whereas, under the provisions of the Texas State Library and Archives Commission (TSLAC) accredited public libraries, local public library systems, libraries that are members of the TexShare Library Consortium, or nonprofit organizations that are applying on behalf of accredited libraries and/or TexShare members, through their governing authority entities are eligible to receive grants from TSLAC to provide financial support to organizations for public library programs to promote reading and literacy within local communities; and

Whereas, this grant program will provide access to resources and promote services that support literacy and educational attainment; and

Whereas, the City of Laredo has designated Joseph W. Neeb, City Manager as the Authorized Official; Francisco J. Mata, Financial Services Director as the Financial Officer; and Ana P. Garcia as the Program Director; and

Whereas, the Assistant City Manager is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Texas Reads Grant Program and all other necessary documents to accept said grant; and

Whereas, the City of Laredo has agreed that this event is contingent upon the availability of and receipt of funds and in the event of loss of the Texas State Library and Archives Commission funds, the City of Laredo will not pursue this program.

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

Section 1: Public Hearing and Introductory Ordinance authorizing the City Manager to amend the City of Laredo FY25 General Fund Library Department budget by appropriating revenues and expenditures in the amount of $10,000.00 to fund the Texas Reads Grant eight-week toy photography workshop, as awarded by the Texas State Library and Archives Commission (TSLAC). The grant award is in the amount of $10,000.00 with no cash match required for a total grant amount of $10,000.00. The performance period is September 1, 2025 through August 31, 2026.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONDADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 9/15/2025 **Public Hearing & Introductory Ordinance 2.**

SUBJECT
Public hearing and introductory ordinance amending Chapter 18, Licenses, Permits and Miscellaneous Business Regulations, of the Code of Ordinances of the City of Laredo, Texas, by adding Article XI, titled “Filming Regulations”; establishing rules and regulations for the permitting of film, television, and digital media productions; creating a permitting process and fee structure; designating the Laredo Convention and Visitors Bureau as the administering agency; establishing insurance and indemnity requirements; providing for enforcement and penalties; and providing for an effective date. The proposed ordinance seeks to encourage filming activity in Laredo while protecting public health, safety, and welfare, and ensuring an efficient and consistent permitting process.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Laredo Convention and Visitors Bureau (CVB) has been actively working with the Laredo Film Society and the Texas Film Commission to develop a framework for regulating and supporting film, television, and digital media productions in the City of Laredo. This collaborative effort is part of a strategic initiative to position Laredo as a recognized Film Friendly Destination, attracting commercial productions that can enhance the local economy, promote tourism, and showcase the city’s unique culture and landscapes.

The proposed ordinance establishes a clear and consistent permitting process, including application requirements, fees, insurance, and indemnification provisions, as well as guidelines for the use of City property and coordination with municipal departments. By implementing these regulations, the City seeks to streamline production requests, ensure public safety, and protect City resources, while fostering a film-friendly environment that aligns with industry standards promoted by the Texas Film Commission.

Adoption of this ordinance will place Laredo on the path toward official Film Friendly Texas certification, increasing the city’s visibility to production companies and creating new opportunities for local economic development.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of the ordinance amending Chapter 18 of the City of Laredo Code of Ordinances by adding Article XI, titled “Filming Regulations.” The proposed ordinance establishes a standardized permitting process for film, television, and digital media productions, outlines applicable fees, and sets forth insurance and indemnification requirements to protect the City’s interests.

This regulatory framework has been developed in collaboration with the Laredo Film Society and the Texas Film Commission as part of the City’s strategic goal to achieve Film Friendly Texas certification. Adoption of this ordinance will enhance Laredo’s competitiveness in attracting productions, promote local economic development, and further position the City as a premier filming destination in Texas.

Fiscal Impact

Fiscal Year:	2024-2025
Budgeted Y/N?:	N
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES BY ADDING ARTICLE XI, TITLED "FILMING REGULATIONS"; ESTABLISHING RULES AND REGULATIONS FOR THE PERMITTING OF FILM, TELEVISION, AND DIGITAL MEDIA PRODUCTIONS; CREATING A PERMITTING PROCESS AND FEE STRUCTURE; DESIGNATING THE LAREDO CONVENTION AND VISITORS BUREAU AS THE ADMINISTERING AGENCY; ESTABLISHING INSURANCE AND INDEMNITY REQUIREMENTS; PROVIDING FOR ENFORCEMENT AND PENALTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council finds that commercial filming and media productions can enhance the local economy, promote tourism, and showcase the City of Laredo as a desirable destination;

WHEREAS, the City seeks to establish a clear, consistent, and efficient permitting process to regulate such activities while protecting public health, safety, and welfare;

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

SECTION 1. The City of Laredo Code of Ordinances, Chapter 18, Licenses, Permits and Miscellaneous Business Regulations is hereby amended as follows:

ARTICLE XI-FILMING REGULATIONS *Section 18-49. Definitions*

As used in this article, the following definitions shall apply: Production shall mean any commercial film, television, documentary, commercial advertisement, or digital media project.

Applicant shall mean any individual, corporation, or entity seeking to conduct a Production within the City.

City Property shall include any street, park, sidewalk, building, right-of-way, or other real property owned or operated by the City.

Section 18-50. Administration. The Laredo Convention and Visitors Bureau ("CVB"), under the supervision of the City Manager or designee, shall administer all permits for filming activities, coordinate with City departments, and enforce the requirements of this Ordinance.

Section 18-51. Permit Required. (a). No Production may occur on public or private property (if impacting the public) without first obtaining a film permit issued by the City through the CVB.

(b). A permit shall be required for any activity that:

- *Obstructs public rights-of-way or City property;*
- *Requires the use of City personnel or equipment;*

- *Involves amplified sound, special effects, or other activities that may disrupt normal City functions.*

(c). Street Closures, these should go through the current City process.

Section 18-52. Application Requirements.

(a). Applicants must submit a complete application at least 30 business days prior to the first proposed date of filming.

(b). Applications shall include:

- *A project summary and schedule;*
- *Site map and proposed filming locations;*
- *Insurance certificates as required in Section 7;*
- *A copy of the executed Hold Harmless Agreement;*
- *Notification plan for affected residents and businesses.*

(c). Late applications (submitted fewer than 10 business days in advance) shall incur an additional fee and are subject to denial.

Section 18-53. Fees. The following non-refundable fees shall be paid upon submission of the application or as otherwise directed:

(a) Application Processing Fee
  - *Standard: $150*
  - *Late Submission Surcharge (within 10 business days): $100*
  - *Local Nonprofits: $25*

(b) Permit Fee (based on scale of production)
  - *Commercial or Short Projects (e.g., TV commercials): $250*
  - *Standard Productions (e.g., episodic TV, web series): $500*
  - *Major Productions (e.g., feature films): $1,000*

(c) City Property Use Daily Fee
  - *Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: $500.00*
  - *Partial, nondisruptive use of a public building, park, right of way, or public area: $200.00*
  - *Total closure or obstruction of public street or right, including parking lots and on-street parking (for film purposes): $25.00 per block*
  - *Partial closure or obstruction of public street or right, including parking lots and on-street parking (for film purposes): $25.00 per block*
  - *Use of city parking lots, parking areas, and public streets for the purpose of parking film trailers, buses, catering trucks, and other large vehicles): $50.00 per block*

(d) City Services and Personnel

- *Billed at prevailing rates, including overtime as applicable (e.g., Police/Fire Officers, barricades)*

(e) Damage or Security Deposit

- *Required when use of City property is involved; amount to be set by the City based on risk and location*

Section 18-54. Conditions of Approval. (a). The City Manager or designee may impose reasonable conditions on filming activity to protect public safety, minimize disruption, and ensure proper site restoration.

(b). Filming hours are limited to:

- *Weekdays: 7:00 AM – 9:00 PM*
- *Weekends/Holidays: 8:00 AM – 8:00 PM*
  Extended hours require advance approval.

(c). The City reserves the right to inspect any filming locations, equipment, or temporary structures.

(d). Permit holders shall notify surrounding residents and businesses within a 300-foot radius at least 5 business days prior to filming.

Section 18-55. Insurance and Indemnification. (a). Applicants shall provide a Certificate of Insurance demonstrating:

Commercial General Liability: $1,000,000 per occurrence; $2,000,000 aggregate;

Auto Liability (if applicable): $1,000,000 combined single limit;

Workers' Compensation per Texas law.

(b). The City of Laredo shall be named as an additional insured on all liability policies.

(c). A waiver of subrogation in favor of the City is required for all coverages.

(d). Applicants shall execute an indemnity agreement holding the City harmless for any liability arising out of the permitted activity.

Section 18-56. Violations and Penalties. (a). Any violation of this Ordinance or permit conditions may result in immediate revocation of the permit.

(b). Violations are punishable by a fine not to exceed $500 per offense, per day, with each day constituting a separate offense.

(c). The City may withhold future permits from applicants who have previously violated permit conditions or caused property damage.

Section 18-57. Exemptions. (a). This Ordinance shall not apply to:

News media engaged in breaking news coverage;

Personal or non-commercial video recording not requiring City services or property use.

Section 18-58. Damage to public or private property.

(a). Applicants shall pay in full, within ten days of receipt of an invoice, the costs of repair for any and all damage to public or private property, resulting from or in connection with, the production, to return such property to its original condition prior to the production, or to better than original condition.

Section 18-59. Hold Harmless Agreement

(a). The applicant shall sign the following hold harmless agreement, as part of the application, holding the city harmless from any claim that may arise from their use of designated public property, right-of-way, or equipment in conjunction with the permitted use:

I certify that I represent the firm which will be performing the filming/taping at the locations specified on the attached permit application. I further certify that I and my firm will perform in accordance with the directions and specifications of the City of Laredo, Texas, and that I and my firm will indemnify and hold harmless the City of Laredo, Texas and its elected officials, officers, servants, employees, successors, agents, departments and assigns from any and all losses, damages, expenses, costs and/or claims of every nature and kind arising out of or in connection with the filming/taping and other related activities engaged in pursuant to this application.

I further certify that the information provided on this application is true and correct to the best of my knowledge, and that I possess the authority to sign this and other contracts and agreements with the City of Laredo, Texas on behalf of the firm.

Section 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. 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 4. The City Secretary of the City of Laredo is hereby directed to publish the proposed Ordinance as required by Section 2.09 of the Charter of the City of Laredo.

Section 5. The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format, and number paragraphs to conform to the existing code.

Section 6. That after its passage by City Council, this Ordinance shall be published one (1) time and become effective not less than sixty (60) days from the date of the public hearing on this Ordinance, in accordance with the City Charter.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS___DAY OF_____2025.

_____
Dr. Victor D. Trevino
MAYOR

ATTESTED:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 9/15/2025 **Public Hearing & Introductory Ordinance 3.**

SUBJECT
Public Hearing and Introductory Ordinance authorizing the City Manager to amend the City of Laredo FY2025 Auto Theft Task Force Fund budget by increasing revenues and expenditures in the amount of $716,142.00 to fund the Laredo Auto Theft Task Force, as awarded by the Texas Motor Vehicle Crime Prevention Authority. This adjustment will fund the local match requirement of $212,923.00 from the General Fund. The grant award is in the amount of $1,904,825.00 with a cash match of $731,251.00 for a total grant amount of $2,636,076.00. The performance period is September 1, 2024 through August 31, 2025.

PREVIOUS COUNCIL ACTION
City Council approved the grant application submission with Resolution #2025-R-87 on April 7, 2025.

BACKGROUND
Established by the 72nd Texas Legislature in 1991, the Texas Automobile Theft Prevention Authority (ATPA) became the first statewide effort to reduce auto theft. The 80th Legislature amended the ATPA mission in House Bill 1887 to also emphasize reducing vehicle burglaries. The resulting agency, the Texas Auto Burglary and Theft Prevention Authority (ABTPA), is in charge with assessing automobile burglary, theft, and economic theft (burglary or theft committed for financial gain) in Texas, analyzing the methods and providing financial support to combat the problems. In 2009, the ABTPA became part of a newly established Texas Department of Motor Vehicles. The name was changed to Motor Vehicle Crime Prevention Authority in 2019.

The Motor Vehicle Crime Prevention Authority (MVCPA) met on July 19, 2024, and issued the FY2025 Taskforce Grant Award to the City of Laredo in the amount of $1,401,606. The continued assistance and support from the Motor Vehicle Crime Prevention Authority grant make the operations that reduce motor vehicle theft and burglary possible.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Recommends the approval of this Public Hearing and Introductory Ordinance.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Grant

Account #: 222-2385
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

LINE ITEM NUMBER	PROJECT	ANNUAN APPROPRIATION	INCREASE	AMENDED ANNUAL APPROPRIATION
REVENUES:				
222-0000-393-0101	AUTOBD	518,328	212,923	731,251
222-0000-323-7007	AUTOBD	1,401,606	503,219	1,904,825
EXPENDITURES:				
222-2385-524-9919	AUTOBD	161,363	716,142	877,505

COUNCIL COMMUNICATION

DATE:	SUBJECT: Public Hearing and Introductory Ordinance
9/2/2025	**PUBLIC HEARING AND INTRODUCTORY ORDINANCE AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO FY25 AUTO THEFT TASK FORCE FUND BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF $716,142.00 TO FUND THE LAREDO AUTO THEFT TASK FORCE, AS AWARDED BY THE TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY. THIS ADJUSTMENT WILL INCREASE THE LOCAL MATCH REQUIREMENT BY $212,923.00 FROM GENERAL FUND. THE GRANT AWARD IS IN THE AMOUNT OF $1,904,825.00 WITH A CASH MATCH OF $731,251.00 FOR A TOTAL GRANT AMOUNT OF $2,636,076.00. THE PERFORMANCE PERIOD IS SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2025.**

INITIATED BY:	STAFF SOURCE:
Joseph W. Neeb City Manager	Miguel A. Rodriguez, Jr. Chief of Police

PREVIOUS COUNCIL ACTION:
City Council approved the grant application submission with Resolution #2025-R-87 on April 7, 2025.

BACKGROUND:

Established by the 72nd Texas Legislature in 1991, the Texas Automobile Theft Prevention Authority (ATPA) became the first statewide effort to reduce auto theft. The 80th Legislature amended the ATPA mission in House Bill 1887 to also emphasize reducing vehicle burglaries. The resulting agency, the Texas Auto Burglary and Theft Prevention Authority (ABTPA), is in charge with assessing automobile burglary, theft, and economic theft (burglary or theft committed for financial gain) in Texas, analyzing the methods and providing financial support to combat the problems. In 2009, the ABTPA became part of a newly established Texas Department of Motor Vehicles. The name was changed to Motor Vehicle Crime Prevention Authority in 2019.

The Motor Vehicle Crime Prevention Authority (MVCPA) met on July 19, 2024, and issued the FY2025 Taskforce Grant Award to the City of Laredo in the amount of $1,401,606. The continued assistance and support from the Motor Vehicle Crime Prevention Authority grant make the operations that reduce motor vehicle theft and burglary possible.

FINANCIAL IMPACT:
Funding will be appropriated in the Auto Theft Task Force Fund.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Recommends the approval of this Public Hearing and Introductory Ordinance.

ORDINANCE No. _____

PUBLIC HEARING AND INTRODUCTORY ORDINANCE AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO FY25 AUTO THEFT TASK FORCE FUND BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF $716,142.00 TO FUND THE LAREDO AUTO THEFT TASK FORCE, AS AWARDED BY THE TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY. THIS ADJUSTMENT WILL INCREASE THE LOCAL MATCH REQUIREMENT BY $212,923.00 FROM GENERAL FUND. THE GRANT AWARD IS IN THE AMOUNT OF $1,904,825.00 WITH A CASH MATCH OF $731,251.00 FOR A TOTAL GRANT AMOUNT OF $2,636,076.00. THE PERFORMANCE PERIOD IS SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2025.

Whereas, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from MVCPA to provide financial support to law enforcement agencies for economic motor vehicle theft and fraud-related motor vehicle crime enforcement teams; and

Whereas, this grant program will assist this jurisdiction to combat motor vehicle theft, motor vehicle burglary and fraud-related motor vehicle crime; and

Whereas, the City of Laredo has designated Steve E. Landin, Assistant City Manager as the Authorized Official; Francisco J. Mata, Financial Services Director as the Financial Officer; and Chief of Police Miguel A. Rodriguez, Jr. as the Program Director; and

Whereas, the Assistant City Manager is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of the Office of the Governor funds, the City of Laredo assures that the funds will be returned to the Office of the Governor in full.

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

Section 1: Public Hearing and Introductory Ordinance authorizing the City Manager to amend the City of Laredo FY25 Auto Theft Task Force Fund budget by increasing revenues and expenditures in the amount of $716,142.00 to fund the Laredo Auto Theft Task Force, as awarded by the Texas Motor Vehicle Crime Prevention Authority. This adjustment will increase the local match requirement by $212,923.00 from General Fund. The grant award is in the amount of $1,904,825.00 with a cash match of $731,251.00 for a total grant amount of $2,636,076.00. The performance period is September 1, 2024 through August 31, 2025.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONDADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 9/15/2025 **Public Hearing & Introductory Ordinance 4.**

SUBJECT
Public Hearing and Introductory Ordinance repealing Ordinance No. 2021-O-152 and amending Chapter 7 of the Code of Ordinances by deleting Article III, Sections 7-32 to 7-47, entitled “Vacant Building Registration”, which established a registration program for vacant commercial buildings located in the Downtown area.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
At the 09/02/25 council meeting, Council moved to cancel ordinance No. 2021-O-152 and start from scratch and work with downtown stakeholders including the Economic Development Advisory Committee, TIRZ #1 Board and the Business Improvement District Board public outreach and bring back a new vacant building ordinance and incorporate elements of the Bloomberg classes that mention ordinances for a vacant building in the downtown section.

BACKGROUND
At the 9/02/25 Council Meeting, action was taken to cancel the City’s current version of the vacant building ordinance (ORDINANCE No. 2021-0-152), adopted in 2021, and initiate the development of a new ordinance with public input from the Downtown Business Improvement District (BID), the Downtown Tax Increment Reinvestment Zone (TIRZ) #1, the Economic Development Advisory Committee (EDAC), and other relevant stakeholders.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:

Click or tap here to enter text.

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS REPEALING ORDINANCE NO. 2021-O-152 AND AMENDING CHAPTER 7 OF THE CODE OF ORDINANCES BY DELETING ARTICLE III, SECTIONS 7-32 TO 7-47, ENTITLED "VACANT BUILDING REGISTRATION PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Laredo adopted Ordinance No. 2021-O-152 to establish Article III, Sections 7-32 to 7-47 of Chapter 7 of the City Code, creating a Vacant Building Registration program applicable to commercial buildings located in the Downtown area;

WHEREAS, the original ordinance was intended to encourage property rehabilitation, improve public safety, and prevent blight in the Downtown corridor through monitoring and registration;

WHEREAS, upon further review and stakeholder engagement, the City Council has determined that the current provisions under Article III do not align with long-term redevelopment objectives and should be reconsidered;

WHEREAS, the City of Laredo intends to explore alternative strategies and incentives that better balance economic development, property rights, and effective code enforcement;

WHEREAS, the City of Laredo recognizes that effective revitalization of vacant buildings requires proactive collaboration with downtown property owners, developers, and community stakeholders to explore and develop incentive programs that encourage rehabilitation, productive reuse, and long-term economic investment;

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

SECTION 1. Ordinance No. 2021-O-152 is hereby repealed in its entirety.

SECTION 2. Chapter 7 of the Code of Ordinances of the City of Laredo is hereby amended by deleting Article III, Sections 7-32 through 7-47, entitled "Vacant Building Registration", in full.

SECTION 3. The City Secretary is directed to remove all references to the repealed sections from the City's official records and Code of Ordinances.

SECTION 4. The City Council affirms its ongoing commitment to addressing the issue of vacant and substandard buildings within the City of Laredo. Following the repeal of Ordinance No. 2021-O-152, the City shall initiate a public engagement process involving downtown stakeholders, property owners, economic development leaders, for the purpose of developing a revised vacant building ordinance. This process shall prioritize public input, code enforcement alignment, and equitable policy outcomes, and will culminate in the introduction of a new ordinance for City Council consideration.

SECTION 5. This ordinance shall be published once in the official newspaper of the City of Laredo and shall take effect immediately upon its passage and publication as required by law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST: _____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM: _____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 9/15/2025 **Introductory Ordinance 5.**

SUBJECT
An ordinance authorizing the City Manager to execute a lease agreement between the City of Laredo, as lessor, and the Laredo Economic Development Corporation, as lessee, for the use of premises located at 616 Leal Street, Building No. 1007, at the Laredo International Airport, constituting 4,849 SQFT of building space on approximately 21,217 SQFT of land. Lease term shall be for a total of five (5) years, with three options to extend this leach with each option being an additional five years, commencing on October 1, 2025. Monthly rent shall be $4,200.00 and will be adjusted annually according to the terms of the lease.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies): Policy 4.16.2: The city supports new mixed-use development and redevelopment on and around airport land.

Summary of alignment: The authorization of this lease is aligned with the Viva Laredo Comprehensive plan's Policy 4.16.2, as it supports the mixed-use development of properties on and around the airport, bringing value to the properties surrounding it.

PREVIOUS COUNCIL ACTION
Ordinance No. 90-O-019, 02/05/1990
Ordinance No. 2012-O-068, 05/07/2012

BACKGROUND
The Laredo Economic Development Corporation has been a tenant of the Airport since 1990 and has been in good standing. LEDC provides economic development services to the City and Airport

LEDC and the Airport have mutually agreed to enter into a new lease agreement. The new lease shall be for a total of five (5) years, with three options to extend this leach with each option being an additional five years, commencing on October 1, 2025. Monthly rent shall be $4,200.00 and will be adjusted annually according to the terms of the lease.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this introductory ordinance.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Building Rent
Account #:	242-0000-361-1060
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Monthly: $4,200.00
Annually: $50,400.00
Revenue will be allocated to the Airport Building Rent account: 242-0000-361-1060.

ORDINANCE NO. 2025-O-XXX

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF LAREDO, AS LESSOR, AND THE LAREDO ECONOMIC DEVELOPMENT CORPORATION, AS LESSEE, FOR THE USE OF PREMISES LOCATED AT 616 LEAL STREET, BUILDING NO. 1007, AT THE LAREDO INTERNATIONAL AIRPORT, CONSTITUTING 4,849 SQFT OF BUILDING SPACE ON APPROXIMATELY 21,217 SQFT OF LAND. LEASE TERM SHALL BE FOR A TOTAL OF FIVE (5) YEARS, WITH THREE OPTIONS TO EXTEND THIS LEACH WITH EACH OPTION BEING AN ADDITIONAL FIVE YEARS, COMMENCING ON OCTOBER 1, 2025. MONTHLY RENT SHALL BE $4,200.00 AND WILL BE ADJUSTED ANNUALLY ACCORDING TO TERMS ON THE LEASE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Laredo ("City") is the owner of certain premises located at the Laredo International Airport, consisting of approximately 4,849 square feet of building space situated on approximately 21,217 square feet of land at 616 Leal Street, Building No. 1007, at the Laredo International AIrport, constituting 4,849 SQFT of building space on approximately 21,217 SQFT, of land. Lease term shall be for a total of five (5) years, with three options to extend this leach with each option being an additional five years, commencing on October 1, 2025. Monthly rent shall be $4,200.00 and will be adjusted annually according to changes in the Consumer Price Index (CPI**)**; and

WHEREAS, the Laredo Economic Development Corporation ("LEDC") desires to lease said premises from the City for the purpose of conducting its administrative offices and other activities incidental to economic development; and

WHEREAS, the City of Laredo and LEDC have negotiated a lease agreement setting forth the terms, conditions, and rental rates for the use of said premises; and

WHEREAS, it is in the best interest of the City of Laredo to enter into this lease agreement in order to promote economic development activities that benefit the community;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1. The City Manager is hereby authorized to execute the Lease Agreement between the City of Laredo and the Laredo Economic Development Corporation for the premises located at 616 Leal Street, Building No. 1007, at the Laredo International Airport, constituting 4,849 SQFT of building space on approximately 21,217 SQFT, of land. Lease term shall be for a total of five (5) years, with three options to extend this leach with each option being an additional five years, commencing on October 1, 2025. Monthly rent shall be $4,200.00 and will be adjusted annually according to changes in the Consumer Price Index (CPI**)**.

Section 2. This Ordinance shall take effect immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS ____ DAY OF _____, 2025.

_____

VÍCTOR D. TREVIÑO, JR.
Mayor, City of Laredo

ATTEST:

_____

MARIO I. MALDONADO, JR.
City Secretary

APPROVED AS TO FORM:

_____

DOANH "ZONE" T. NGUYEN
City Attorney

STATE OF TEXAS COUNTY OF WEBB,

This lease agreement is made and entered into by and between the CITY OF LAREDO, a municipal corporation ("LESSOR") and LAREDO ECONOMIC DEVELOPMENT CORPORATION ("LESSEE").

WHEREAS, the LESSOR owns those premises at the Laredo International Airport located at 616 Leal St, Building No.1007 and the 21,189.01 square foot tract of land on which it is located at 616 Leal Street at the Laredo International Airport the metes and bounds of which land is shown on Exhibit A, which is attached hereto and incorporated herein, all hereinafter referred to as the leased area, all within the Laredo International Airport, and LESSEE hereby leases the said leased area from LESSOR

NOW, THEREFORE THE LESSOR AND LESSEE for and in consideration (If the covenants and agreements set forth in this lease, do hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS AND DEMISE OF LEASED PREMISES

1.01 DEFINITIONS

A. "Laredo International Airport area" means that certain area administered by the city of Laredo. Pursuant to an indenture from the United States of America to the City of Laredo. Dated February 21, 1975 and recorded in volume 478 at page 471 et seq. of the Real Property Records of Webb County. Texas.

B. "LESSOR" means City of Laredo and its duly constituted agents.

C. "PREMISES" includes the property and building subject to the lease.

D. The word "building" includes, but is not limited to, the foundation, load-bearing walls, joists, rafters, load bearing surfaces, water pipes, drainage pipes, and air conditioning ducts.

1.02 DEMISE OF LEASED PREMISES

- In consideration of the mutual covenants and agreements set forth in this lease, and other good and valuable consideration, LESSOR does hereby demise and lease to LESSEE, and LESSEE does hereby lease from LESSOR, Building No. 1007 consisting of approximately 4,849 square feet and situated on an approximate 21,217 square feet tract of land located at 616 Leal St., Laredo, Webb, County, Texas. The property on which the building is situated is more particularly described and depicted on "Exhibit A" attached hereto and incorporated herein, all hereinafter referred to as the leased area, all within the Laredo International Airport, and LESSEE hereby leases the said leased area from LESSOR.

ARTICLE II
LEASE TERM

2.01 COMMENCEMENT OF TERM AND TERMINATION DATE

This lease shall be for a total of five (5) years, commencing on the first day of October 1, 2025, and shall terminate on September 30, 2030.

2.02 OPTION TO EXTEND:

LESSEE is hereby granted three (3) options to extend this lease for an additional five (5) years per option with LESSOR'S prior approval. LESSEE shall provide LESSOR written notice by 90 days prior to end of each term, if LESSEE chooses to extend the lease term during any of the option periods. Notwithstanding anything to the contrary, if LESSEE elects to extend the term of the lease, rent will be adjusted in accordance with Article III.

2.03 TERMINATION

This lease shall terminate and become null and void without further notice on the expiration of the term specified in Section 2.01, and any holding over by LESSEE after the expiration of that term, shall not constitute a renewal of the lease or give LESSEE any rights under the lease in or to the leased premises. LESSEE may terminate the lease agreement early in case of financial hardship, business relocation, or issues with the property by providing written notice to LESSOR with 90 days' notice of early termination.

2.04 HOLDOVER

In the event LESSEE remains in possession of the premises after the expiration of this lease and without the execution of a new lease, LESSEE shall be deemed to be occupying the premises as a tenant from month-to-month, at a monthly rental equal to 150% times the latest monthly rental being paid by LESSEE and subject to all the conditions, provisions and obligations of this lease insofar as they are applicable to month-to-month tenancy. The LESSOR'S collection of holdover rent shall not be deemed a waiver of LESSOR'S rights to take possession of the leased premises nor shall it establish any rights on the part of the LESSEE to occupy the leased premises, except on a month-to-month tenancy. However, the parties to this agreement acknowledge that the parties may at any time enter into a new written agreement.

2.05 CONDITION OF PREMISES AT TERMINATION

LESSEE covenants that at the expiration or prior termination of this Agreement it will quit and surrender possession of the leased premises and all improvements thereon. LESSEE shall surrender the premises to LESSOR free and clear of any all liens/encumbrances which were caused by LESSEE. LESSEE shall further surrender the premises in good repair and

condition, reasonable wear and tear and damage by fire, act of God, the public enemy or action of the elements or by any cause not due to any act or omission of LESSEE and beyond the control of LESSEE are excepted. LESSEE shall be deemed to have abandoned to LESSOR any trade equipment and other property of LESSEE when, without the consent of the LESSOR, it has failed to remove from the leased premises such trade equipment and other property after the end of the term of this Agreement or after effective date of termination thereof provided.

ARTICLE III

RENT

3.01 ANNUAL RENTAL

1. a. LESSEE agrees to pay to LESSOR in legal money of the United States of America annually for the use and occupancy of the leased premises during the first year of this lease, an initial annual rental in the amount of Fifty Thousand Four Hundred Dollars and No Cents ($50,400.00 payable in equal monthly installments of Four Thousand Two Hundred Dollars and Zero Cents ($4,200.00) paid in advance on the first day of each month of the initial term of this lease. Notwithstanding anything to the contrary, the monthly rental obligation shall change annually thereafter in accordance with the requirements of Section 3.01 (b) (c) and (d).

b. For the initial term of this lease, rent shall be adjusted annually and shall follow the rental escalation will abide by the schedule below:

August 2025 - $4,200

August 2026 - $4,363

August 2027 - $4,526

August 2028 - $4,689

August 2029 - $4,849

c. During the option periods of this lease, monthly rentals shall be adjusted annually by an amount which is equivalent to the percent change in the Consumer Price Index {CPI) from the preceding calendar year's average, specifically defined as the Consumer Price Index {U.S. Average, All Urban Consumers, All Items) 1982-84 = 100 Base as compiled by the Bureau of Labor Statistics. This means that at the anniversary date of August 1, 2031, and annually thereafter, the rent will be adjusted according to the percent change in the CPI as of that date from that of the preceding calendar year {January-December) except, when the new monthly rental amount will be changed in accordance with LESSOR'S appraised value and in accordance with Section 3.01 (d).

Example:

1. Sixth Anniversary: Base rent x CPI = adjustment + base rent = rent for following year.

2. Seventh Anniversary: Sixth year's rent x CPI = adjustment + second year's rent = rent for third year…etc., annually until lease expiration or any extension thereto.

d. Notwithstanding anything to the contrary, the annual rental shall be adjusted upward but not downwards as of each fifth (5th) anniversary date of the initial term of the lease, and upon each option used to extend the lease. Thereafter, annual rent shall be adjusted based on then appraised fair market rental value of the leased premises thereon and such revised rental shall be adjusted annually thereafter in accordance with Section 3.01 (b). Upon every 5th year anniversary and every option period, annual rent shall be adjusted in accordance with this section and shall not be subject to a CPI adjustment as set forth in Section 3.01 (c).

3.02 TIME AND MANNER OF PAYMENT

Each monthly rental payment is due and payable on or before the first day of each month and monthly thereafter at each month during the term of this lease.

3.03 INTEREST/PENALTY ON DELINQUENT PAYMENTS

A. Each installment of the rent shall be a payable no later than the tenth (10th) day of each calendar month, as applicable without regard to notice, demand, setoff, deduction, defense, or counterclaim.

B. Except as otherwise provided in the lease, the rental obligation of LESSEE shall be due and payable as provided in this Section and shall not be affected by circumstances or occurrences, but not limited to damages to or destruction of the Premises or any part of them, including improvements; use restrictions or interference with any use of the premises or the like; claims of Lessee against Lessor; and notice of termination by either Lessor or LESSEE.

C. Should lessee fail to pay when due any installment of rental or any other legal sum payable to LESSOR, under the terms of this lease then on the eleventh (11th) day for which payment is due, a One Hundred Fifty Dollar ($150) delinquent fee shall be due and payable by LESSEE to LESSOR.

3.04 PLACE OF PAYMENT

All rent shall be paid by LESSEE at Office of the Airport Director, Laredo International Airport, 5210 Bob Bullock Loop, Laredo, Texas 78041 or at such other location or locations as LESSOR may from time to time designate by written notice to LESSEE.

ARTICLE IV

UTILITIES AND AD VALOREM TAXES

4.01 UTILITY CHARGES

LESSEE shall pay or cause to be paid all charges for heat, gas, electricity, and all other utilities used on the leased premises throughout the term of this lease. Water/Sewer utility charges will be pro-rated among the buildings tenants in accordance with LESSEE' S percentage occupancy of the leased premises or until such time an independent utility meter is installed and LESSEE shall pay all charges. LESSEE shall also pay for the removal of all garbage from the leased premises.

4.02 AD VALOREM TAXES

a. LESSEE agrees to promptly pay, upon receipt of a tax statement from any taxing entity, all ad valorem taxes, leasehold interest taxes, penalties and interest imposed by it upon any personal property, tools', equipment, furniture, fixtures, and inventory belonging to the LESSEE. The taxes shall be paid prior to delinquency.

b. LESSEE'S failure to pay all ad valorem taxes, leasehold interest taxes or any other taxes due and owing any taxing entity or authority as required by this lease agreement shall constitute a material breach of this lease agreement.

c. LESSOR shall be obligated to pay all taxes due and owing as a result of the real property and real property improvements situated at 616 Leal St.

ARTICLE V

INSPECTION OF PREMISES

LESSOR hereby reserves the right to inspect, at all times during normal business hours, the leased premises and improvements for the purpose of determining whether or not the improvements are being properly maintained in accordance with the requirements of this agreement. However, LESSOR affirmatively acknowledges that any right of inspection shall not interfere and/or disrupt LESSEE'S business operations being conducted on the premises.

ARTICLE VI

RIGHTS AND PRIVILEGES OF LESSEE

All rights and privileges granted to LESSEE herein are expressly made subject to the rules and regulations established from time to time by LESSOR and the Laredo International Airport under the provisions of this lease. LESSOR shall provide LESSEE with notice of any change of rule or regulation or the implementation of same within 10 days of receiving notice of same.

6.01 POSSESSION

During the term of this lease and while LESSEE is not in default of any of its obligations, LESSEE shall be entitled to and shall have the possession and enjoyment of the leased premises.

ARTICLE VII

ASSIGNMENT AND SUBLEASE

7.01 ASSIGNMENT AND SUBLEASE

a. LESSEE covenants and agrees that it will not sell, sublet, convey, transfer, mortgage, or pledge this Agreement or any rights created thereby, without prior written approval of the LESSOR.

b. Any such sublease shall be subject to the same applicable conditions, obligations and terms as set forth herein and LESSEE shall be responsible for the observance by sublessees of the term

c. LESSEE shall not have the right or privilege to assign or transfer this Lease to any party without prior written approval of the LESSOR, which shall not be unreasonably withheld or delayed. Should any approval for any assignment or transfer of this Lease be given by LESSOR, such assignment or transfer shall be subject to the same conditions, obligations and terms as set forth herein.

d. Any sublease, assignment, or transfer of this Agreement or any rights of LESSEE inconsistent with Section 7.01 (a), Section 7.01 (b) and Section 7.01 (c), shall entitle the LESSOR at its option to terminate this Agreement and re- enter upon and take possession of the leased premises provided that LESSOR has given LESSEE notice of the alleged lease violation and an opportunity to cure as provided in this agreement.

e. LESSOR acknowledges that LESSEE currently has one or more subtenants leasing the premises, and that such subtenants were in occupancy prior to the execution of this Lease Agreement. These subtenants are hereby deemed *grandfathered* under the terms of this Lease. LESSOR consents to their continued occupancy, provided that the LESSEE remains in full compliance with all terms of this Lease, and assumes full responsibility for the conduct and obligations of said subtenants. No additional subletting shall be permitted without prior written consent of the LESSOR, except as otherwise permitted under applicable law."

ARTICLE VIII

USE OF LEASED PREMISES

8.01 PURPOSE

LESSEE shall have the right to use the premises for the sole purpose of Lessee's administrative offices and other uses incidental to economic development to include occasional use of the boardroom and/or courtyard area of the leased premises by LESSOR upon 24 hours' notice to LESSEE and no other use of the leased area is permitted by LESSEE. LESSEE shall follow all State, Local, Municipal, and any and all governmental guidelines with regards to its use of the leased premises.

8.02 ILLEGAL USE NOT PERMITTED

LESSEE agrees not to use all or part of the leased premises for any use or purpose in violation of any applicable law, regulation, or ordinance of the United States, the State of Texas, or the City of Laredo, or other lawful authority having jurisdiction over the leased premises.

8.03 OUTSIDE STORAGE PROHIBITED

Storage of vehicles, equipment, supplies or any other items outside of the building(s) is prohibited. For the purpose of this provision, the term "storage" shall mean the placing of vehicles, equipment, supplies or any other items outside the building and which vehicles, do not serve an actual day-to-day business function.

8.04 TRAILERS, ABANDONED VEHICLES EXPRESSLY PROHIBITED

Towed vehicles or any motor vehicles not currently licensed and actively used are not permitted on the demised premises. Under this provision, vehicles, RV trailers, travel homes and mobile homes, wrecked or abandoned vehicles (to include aircraft) must be removed at LESSEE'S expense, and failure to do so shall constitute a material breach of this lease.

8.05 CONDITIONS PROHIBITED

The premises occupied by the LESSEE shall not be used or occupied in any manner which:

a. unreasonably affects the health, comfort, or safety of members of the general public or other adjoining tenants,

b. unreasonably affects the beneficial enjoyment and use of properties demised to adjoining tenants,

c. violates the zoning or other ordinances of the City of Laredo as amended.

8.06 ULTRA HAZARDOUS ACTIVITIES INCLUDING FIRE AND EXPLOSIVE HAZARDS

No ultra-hazardous activities including those creating fire or explosive hazards endangering life or property shall be conducted upon the demised premises by the LESSEE.

8.07 NOISE LEVELS

At no point within fifty (50) feet of the property line of the demised premises shall the sound pressure of any individual plant or operation conducted by the LESSEE (other than operation of motor vehicles, aircraft, or other conveyances of transportation which comply with, the state and federal licensing requirements) exceed the decibel levels in the designated octave bands shown below:

Octave Band Cycles Per Second

0-300

300 -1200

1200 -4800

4800 and above

Maximum Permitted Sound Level in Decibels

RE 0.0002 dynes/cm2

75

55

45

40

8.08 VIBRATION OR SHOCK

No vibration or shock perceptible to a person of normal sensibilities shall be permitted within fifty (50) feet of any property line delineating the demised premises.

8.09 AIR POLLUTION

a. Any use of the premises by the LESSEE which will produce smoke, gas, dust, odor, fumes, aerosols, particles, products of combustion, or other atmospheric pollutants shall be conducted within a completely enclosed container.

b. Visible emissions of smoke which exceed Ringlemenn No. I on the Ringlemenn Chart of the U.S. Bureau of Mines other than motor vehicle emissions from conveyances of transportation which comply with state and federal licensing and emission requirements shall not be permitted. This requirement is applicable to trash and waste material disposal. Wind borne dust, sprays and mists originating in any plants upon the demised premises will not be permitted.

c. No operation shall discharge toxic or noxious matter into the atmosphere or into the sanitary sewer system.

d. Emission of odors detectable at any point beyond the property line of the premises occupied by LESSEE shall not be permitted.

8.10 HEAT, GLARE OR ELECTRICAL DISTURBANCES

Any operation producing intense glare or heat shall be performed within an enclosed or screened area in such a manner which prevents the glare or heat so emitted from being discernible from any point on the property line of the demised premises. No electrical disturbances may be created within the demised premises, which may affect the operation, taking off and landing of aircraft on the Laredo International Airport.

8.11 ILLUMINATION

a. The maximum height of any lighting standard shall be limited to twenty (20) feet above curb level, and with LESSOR'S prior approval.

b. The intensity of illumination shall be limited to 10 foot candles or 0.1 lumens per square foot for open area or surfaces visible at the property line

c. The design and location of exterior lighting shall comply in all respects to the requirements of the Federal Aviation Administration or any successor agencies and other governmental agencies having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operations at the Airport.

8.12 SIGNS

The following regulations shall apply to all commercial signs displayed for observation from the outside of the building whether displayed on, near or within the building:

a. LESSEE, with the prior written consent of LESSOR which consent shall not be unreasonably withheld or delayed, shall have the right and privilege to erect, maintain, remove, and replace such signs on the leased premises as LESSEE may deem reasonably necessary or convenient in the operation of its business from the leased premises. LESSEE agrees to maintain said signs in a good state of repair. LESSEE shall remove said signs upon termination of this lease.

b. Permitted Signs: LESSEE'S commercial signs shall be limited to those identifying the uses conducted on the site and to those necessary for directional purposes. The design and location of all signs shall require the written approval of the LESSOR or its authorized agent prior to installation. Approval shall not be unreasonably withheld.

c. Area and Location: One sign may be permitted on the front of structure and at the rear of the structure.

d. Construction: All signs shall comply with all building codes of the City of Laredo and with all rules and regulations of the Federal Aviation Administration or any other successor agencies.

8.13 REFUSE AND TRASH

No refuse or trash shall be kept, stored or allowed to unreasonably accumulate on the demised premises. LESSEE shall dispose of all trash and refuse behind the building until same is collected by the chosen contractors. Trash and refuse shall be collected at least once a week.

8.14 SEWAGE DISPOSAL SYSTEMS

No cesspool, septic tank or other sewage disposal system or device shall be installed, maintained or used upon the premises.

ARTICLE IX

CARE, MAINTENANCE AND REPAIR BY LESSEE

9.01 MAINTENANCE OF PREMISES AND IMPROVEMENTS

LESSEE shall, throughout the term of this lease, take good care of the leased area and the fixtures and appurtenances therein and at its sole cost and expense make routine maintenance and non-structural repairs thereto as and when needed to preserve them in good working order and condition, damage from the elements and fire excepted. In this regard, LESSEE is responsible for the maintenance and repair of all windows, all doors, plumbing lines, electrical, light fixtures, and plumbing fixtures. LESSEE is not responsible for damages and/or repairs related to foundation, building defect, structural defect, construction defects, and/or any other pre-existing defects/conditions.

LESSOR, at its sole expense, agrees to keep the roof, foundation, vertical and horizontal columns, and all other structural portions of the premises good condition and repair during the term of this lease agreement, so long as damages for repairs were not caused due to negligence by LESSEE.

LESSEE shall be responsible for the exterior trash and debris removal, sidewalk sweeping, pavement striping, maintenance of parking lots, interior plumbing, and interior maintenance through the term of this lease.

LESSEE shall provide interior janitorial maintenance.

LESSEE agrees to change air conditioning filters monthly, where such air conditioning units and/or filtering system are solely for the use by LESSEE and readily accessible by LESSEE.

LESSEE shall be responsible for the maintenance of the heating and air conditioning, electrical system replacement along with the major repair expenses of these systems throughout the term of this lease agreement.

LESSOR will provide LESSEE with rent abatements equal to the cost of replacement or of major repairs required, so long as LESSEE provides said requests in writing and receives written approval from the Airport Director. LESSEE shall be required to provide the Airport with copies of invoices for said repairs or replacement.

LESSEE shall surrender the premises to the LESSOR in good condition, broom clean, ordinary wear and tear expected.

LESSEE shall repair any damage to the premises occasioned by the removal of LESSEE'S trade fixtures, furnishings, and equipment. LESSOR represents and warrants that at the time of giving possession of the premises, all building systems are in good repair and working order.

Damage or injury to the premises, fixture, appurtenances whether requiring structural or nonstructural repairs, caused by or resulting from carelessness, omission, neglect or improper conduct of LESSEE, it servants, employees, or licensees' shall be repaired promptly by LESSEE at its sole cost and expense.

a. Keep at all times in a clean and orderly condition and appearance the leased premises and all improvement thereon.

b. Provide and maintain in good operable condition all fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule order, ordinance, resolution or regulation of any competent authority, including the City of Laredo.

c. LESSEE shall observe all regulations and requirements of insurers on the leased premise concerning the use and condition thereof for the purpose of reducing fire hazards and insurance rates on the leased premises. LESSOR shall notify LESSEE of all obligations requested by insurers other than these with whom LESSEE is in privily of contract.

d. LESSEE shall repair at its sole cost any damage to paving or other surface of the premises cause by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.

e, LESSEE shall be responsible for unclogging of sanitary sewers and storm sewers located at the leased premises to the extent that same is the result of LESSEE'S ordinary and regular use of premise and would constitute "routine maintenance."

f. LESSEE shall keep mowed and in a neat condition all landscaping and areas within the leased premises. This area expressly excludes any area subject to the control of other parties (not LESSOR) including but not limited to areas which are city right of ways. Landscaping maintenance conditions shall be in accordance to City Ordinances.

9.02 FAILURE TO MAINTAIN PREMISES AND IMPROVEMENTS

The LESSOR will notify the LESSEE of any failures to maintain or repair on their part through a notice of required maintenance.

a. The LESSOR may, at its option, and in addition to any other remedies which may be available to it, repair or replace all or any part of the leased premises or the improvements thereon upon the following conditions:

1. LESSEE fails to commence, within a period of 30 days after notice from the LESSOR of any reasonable routine maintenance or repair work required to be done under the provisions hereof.

2. LESSEE fails to commence, within a period of 60 days if the said notice specifies that the work to be accomplished by the LESSEE involves reasonable routine preventive maintenance only.

3. LESSEE fails in any material respect diligently to continue to completion of the repair or replacement of all of the premises required to be repaired or replaced by LESSEE under the terms of this Agreement.

If lessor opts to move forward with providing remedies for maintenance and repair due to LESSE's failure to commence or complete, the cost thereof shall be payable to LESSOR by LESSEE upon demand.

b. LESSOR is expressly excluded from attempting to unreasonably burden LESSEE with maintenance on the facility that is not routine or for the sole purpose of improving the value of the property or structure.

c. LESSOR shall act in good faith with regard to maintenance requests. LESSOR shall be responsible for all other repairs not specifically identified herein as the obligations of LESSEE. LESSOR shall respond timely to all maintenance and repair obligations.

ARTICLE X

OBLIGATIONS OF LESSEE

10.01 REQUIREMENTS

a. LESSEE shall conduct its operation hereunder in an orderly and proper manner.

b. LESSEE shall, within reason, control the conduct and demeanor of its officers, agents and employees and upon objection from LESSOR, concerning the conduct or demeanor of a said person shall immediately take all reasonable steps necessary to remedy the objection.

c. LESSEE shall commit no nuisance, waste, or injury on the leased premises and shall not do or permit to be done anything, which may result in the creation or commission or maintenance of a nuisance, waste or injury on the leased premises.

d. LESSEE shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on the lease premises.

e. LESSEE shall not do or permit to be done any act or thing upon the leased premises: (I) Which will invalidate or -conflict with any fire insurance policies on the premises, (2) Which may constitute an extra hazardous condition so as to increase the risks normally attendant upon the operation permitted by this Agreement; (3) Which will interfere with the safe and efficient operation of the premises or create any undue noise, vibration, fumes, smoke or any other condition that will be a hazard to the safe operation of the premises or that will be a health hazard to, or unreasonably interfere with the operation of other tenants and users of the premises. Again, LESSEE'S obligation is triggered only upon due notice of the insurance policy requirement in issue.

f. Any liquids having a flash point of less than one hundred and ten degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

g. LESSEE must comply, obtain, and maintain all necessary certificates and licenses, as required and applicable to all federal, state, and local laws, rules and regulations, pertaining to the operation being conducted on the leased premises.

ARTICLE XI

CONSTRUCTION BY LESSEE

11.01 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ARCHITECTURAL DESIGN GUIDELINES:

All improvements constructed on the Premises which are situated on a tract on which aeronautical travel or maintenance operations are conducted (an "Airport Parcel"), including the Improvements, shall be done in conformity with the Declaration of Covenants, Conditions and Restrictions approved by Resolution No. 2006-R-014 dated February 21, 2006, as may be amended from time to time (the "Declaration").

11. 02 AIRPORT LAWS:

All improvements constructed on the property, including the Improvements, shall be subject to all applicable Airport Laws and regulations and to all federal, state, and local laws, rules and regulations pertaining to the Airport and to federally-obligated airports in general (collectively, "Airport Laws").

11.03 TYPE OF CONSTRUCTION:

A. All buildings as part of improvements constructed on the property, including the Improvements, shall be constructed in accordance with the specifications set forth in the Development Agreement, subject to reasonable amendments thereto which may be required in connection with certain construction requirements.

B. All buildings as part of improvements constructed on the property, including the Improvements, shall conform to all local building codes, ordinances, and to the Declaration.

ARTICLE XII: PREPARATION AND SUBMISSION OF PLANS FOR IMPROVEMENTS

12.01 GENERAL:

A. LESSEE has represented to LESSOR during the negotiations of this Lease and hereby represents to LESSOR that LESSEE shall erect and otherwise construct certain building(s) of the size specified in the Development Agreement upon the Premises. The parties hereto understand and acknowledge that the representation set forth herein is a part of the total consideration of this Lease.

12.02 TIME PERIOD FOR COMMENCEMENT OF CONSTRUCTION:

A. If LESSEE has not commenced the construction of any of the Improvements within 3-months of fully executed Lease, LESSOR may terminate this Lease upon the delivery of notice within ninety (90) days' immediately thereafter to LESSEE (the "Commencement Breach Notice"); provided, however, that if LESSEE uses commercially reasonable efforts to commence the construction following the delivery of the Commencement Breach Notice, said notice will be deemed withdrawn if construction is commenced within thirty (30) days thereafter.

12.03 ALTERATIONS, CONSTRUCTION OF ADDITIONAL IMPROVEMENTS:

A. Building or landscape alterations and the erection of additional structures on the Premises shall be subject to LESSOR'S approval, which shall not be unreasonably conditioned, withheld, or delayed. Plan submissions, approval, and time for completion of alterations and improvements shall be governed by the provisions of this Lease. LESSOR'S approval shall not be withheld in an arbitrary or otherwise unreasonable manner.

B. Any material alterations to structures, landscaping, or other improvements, without LESSOR'S written approval shall constitute a breach of this Lease that, if not remedied or timely cured in accordance herewith, shall constitute grounds for termination of this Lease by LESSOR insofar as LESSOR exercises the option to terminate set forth in this section within thirty (30) calendar days of the date on which LESSOR knew of any given alteration.

12.04 MAINTENANCE OF PREMISES AND IMPROVEMENTS:

A. LESSEE covenants that it commits no waste, nor shall it allow the commission of waste upon or to the Premises during the Term.

B. LESSEE agrees to maintain in a safe, clean, well-kept, and orderly condition the Premises surrounding said Improvements, which shall include all landscaping and outside appearances to the street curb and the Right-of-Way.

C. LESSEE shall maintain the Improvements in a good state of repair and condition and in a presentable condition. The exterior finish on the Improvements shall be repainted and refinished as necessary to maintain the appearance of the Improvements in "as new" condition and appearance as commercially reasonable. LESSOR will provide LESSEE with rent abatements equal to the cost of repairs or maintenance required with written approval from the Airport Director prior to repairs or maintenance. LESSEE shall be required to provide the Airport with copies of invoices

D. LESSEE shall keep at all times during the Term the Premises, including the Improvements, in a clean and orderly condition.

E. LESSEE shall provide and maintain in good operable condition at all times during the Term all fire protection and safety equipment and all other equipment, as applicable, of every kind and nature required by any law, rule, order, ordinance, resolution, or regulation of any authority, including the City of Laredo and the LESSOR.

F. LESSEE shall observe all regulations and requirements of insurers on the Premises concerning the use and condition thereof for the purpose of reducing fire hazards and insurance rates on the Airport during the Term.

G. LESSEE shall repair at its sole cost and expense any damage caused thereby to paving or other surface of the Premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon during the term.

12.05 RIGHT OF ENTRY:

A. LESSOR may, during regular business hours and after providing reasonable notice to LESSEE and Sublessee and, except in the case of an emergency as reasonably coordinated with LESSEE and Sublessee, enter the Premises for the purpose of ensuring LESSEE's compliance with plans and timetables for the construction of the Improvements upon the Premises as well as for ensuring compliance with certain restrictions and requirements embodied in this Lease.

B. LESSOR, as reasonably coordinated with Sublessee (except in the case of an emergency), reserves the right to inspect during regular business hours the Premises and Improvements and all equipment and vehicles of Sublessee used in its operations on the Airport for the purpose of determining whether or not fire and safety measures and regulations are being observed and to determine whether or not the improvements are being properly maintained in accordance with the requirements of this Lease. LESSOR reserves the right to prohibit the operation of any vehicle or equipment on the Airport that LESSOR reasonably determines to be in an unsafe condition. LESSOR reserves the right to require each vehicle operated on the Airport to be inspected and to obtain a permit or license authorizing such vehicle to operate on the Airport.

12.06 LESSOR COOPERATION:

From time to time and at any time during the Term of this Lease, LESSEE may request that LESSOR assist, cooperate, provide information, and otherwise be actively involved in efforts in furtherance of the construction of the Improvements, including, but not limited to, efforts in connection with the Texas Department of Transportation's road expansion efforts, which may from time to time affect and otherwise encumber the Premises. LESSOR shall not be under any affirmative obligation to provide such assistance but shall act in good faith with regard to any such request in order to timely facilitate the construction of the Improvements.

ARTICLE XIII

INSURANCE AND INDEMNIFICATION

13.01 IMPROVEMENTS CONSTRUCTED

All insurable improvements currently existing or constructed on the leased premises by either LESSOR or LESSEE, if any shall be insured at all times during the term of this Agreement by LESSOR under so-called "Fire and Extended Coverage" policy or policies.

13.02 OBLIGATIONS DUE TO DAMAGE OR DESTRUCTION

In the event the improvements on leased premises are damaged or destroyed, LESSOR shall have the election of repairing or reconstructing the improvements substantially as they were immediately prior to such casualty, or in a new or modified design, or not to construct the improvements, LESSOR shall give the LESSEE notice of its election hereunder within 30 days next following the damage to or destruction of the improvements, If LESSOR elects not to repair or reconstruct the improvements, this Agreement and all of LESSEE'S and LESSOR'S unaccrued obligations hereunder shall terminate.

13.03 INSURANCE PROCEEDS

Upon receipt by LESSEE and LESSOR of the proceeds of the insurance policy or policies, LESSEE and LESSOR shall deposit same in an escrow account to pay for the cost of such

repair, replacement and rebuilding. Such proceeds shall be disbursed by LESSOR during construction to pay the costs of such work. LESSOR has no right to claim any portion of the insurance proceeds for reimbursement related to personal property, inventory, equipment, etc.

13.04 BUILDER'S RISK INSURANCE

During any period of construction by LESSEE on the leased premises, LESSEE shall carry a Builder's Risk Completed Value Policy with an all risk endorsement in the minimum amount of one million dollars ($1,000,000.00).

13.05 FIRE INSURANCE AND EXTENDED COVERAGE

LESSOR shall maintain in full force and effect fire insurance and extended coverage insuring the real property improvements located on the leased premises for resulting from but limited to fire, flood, rain, wind, hail and/or other natural causes.

13.06 LIABILITY INSURANCE

Prior to the conduct of its business operations on the premises, LESSEE, at its sole expense, shall obtain and cause to be kept in force at all times during the term of this Agreement, liability insurance issued by a company or companies of sound and adequate financial responsibility authorized to do business in the State of Texas, by policies meeting the requirements of the laws of the State of Texas a general commercial liability policy of insurance or similar policy with the following coverage:

Commercial General Liability	$1,000,000.00 per occurrence $2,000,000.00 aggregate
Automobile Liability	$1,000,000.00 per occurrence
Workmen's Compensation	$1,000,000.00 per occurrence

All the above liability insurance shall include the LESSOR as an additional insured and waiver of subrogation under contractual liability coverage for the covenants and indemnification of LESSOR by LESSEE under the term of this Agreement. The naming of the LESSOR as an additional insured in such policies of liability insurance shall not thereby cause the LESSOR to be deemed a joint venture with LESSEE in its business conducted.

A. Each of the above insurance policies shall contain a waiver of subrogation in favor of LESSOR.

B. General Comprehensive Public Liability Insurance Policy shall protect LESSOR against any and all liability created by reason of LESSEE'S conduct incident to use of the Airport, or resulting from any accident occurring on or about the roads, driveways or other public areas of the Airport, including the runways, taxiways and ramps used by LESSEE or Sublessee at the Airport to the extent of the coverage amounts set forth in such policy as required hereunder.

C. Said policies of insurance shall be performable in Webb County, Texas, and shall be construed in accordance with the laws of the State of Texas.

D. Certificates, in duplicate, of all insurance coverage required of LESSEE or Sublesee shall be promptly filed with LESSOR. Such certificates shall provide therein that the policies of insurance referred to in such certificates shall not be subject to cancellation by insured except after delivery of written notice by certified mail to LESSOR at least thirty (30) days prior to the effective date of cancellation or material change. In such event LESSEE shall procure the insurance required by this Lease prior to the cancellation of the existing insurance policy(s). LESSEE shall provide LESSOR with all certificates of insurance complying with this Lease required upon execution hereof within ten (10) days of the execution of this Lease and annually thereafter prior to the renewal of such insurance upon request by LESSOR. LESSEE shall provide LESSOR with a certified copy of each policy of insurance requested of LESSEE.

E. Should LESSEE fail or refuse to obtain and keep in full force and effect the insurance required by this section, LESSOR may either terminate this Lease or suspend LESSEE'S rights hereunder.

F. LESSOR reserves the right to increase the amounts of insurance coverage described here-in-above, and to require any additional riders or provisions in said policies or certificates as shall be considered reasonably necessary by LESSOR and consistent with the terms and conditions of this Lease, provided, however, that the LESSOR may only exercise its right under the foregoing upon six (6) months' notice to LESSEE and any such change must be in line with requirements at comparable facilities at comparable airports and, in any event, not more burdensome than applicable to comparable tenants at the Airport.

G. LESSEE agrees that any subcontractor(s) hired by LESSEE in connection with the construction of the Improvements shall be required to maintain insurance coverages as are required of LESSEE hereunder and which are applicable to such subcontractor in connection with the specific services rendered by such subcontractor.

13.07 <u>COMPREHENSIVE PUBLIC LIABILITY INSURANCE</u>

Should LESSEE'S general commercial liability insurance or similar policy as identified above not provide protection to LESSEE for and against any and all liability created by reason of LESSEE'S insurable conduct and resulting in an accident occurring on or about the roads, driveways or other public areas of the leased premises, LESSEE shall obtain a Comprehensive Public Liability Insurance or its equivalent or other similar policy that shall name LESSOR and the City of Laredo as additional insured and provide liability coverage for LESSEE'S insurable conduct and resulting in an accident occurring on or about the roads, driveways or other public areas of the leased premises. Comprehensive Public Liability Insurance, its equivalent or similar policy for the above risks shall maintain coverage in the

amount of not less than $1,000,000.00. It is required that the LESSOR be an additional named insured under this excess coverage.

13.08 CERTIFICATES AND DUPLICATES OF INSURANCE

Certificates, in duplicate, of all insurance coverage required of LESSEE shall be filed with the LESSOR. Such Certificates shall provide therein that the policies of insured referred to in such certificates shall not be subject to cancellation by insured except after delivery of written notice by certified mail to LESSOR at least thirty days prior to the effective date of cancellation. In such event LESSEE shall procure the insurance required by this Agreement prior to the cancellation of the existing insurance policy(s). LESSEE shall provide the LESSOR with all certificates of insurance complying with this Agreement.

13.09 RIGHTS AND REMEDIES OF LESSOR

Should LESSEE fail or refuse to obtain and keep in full force and effect the insurance required by this Article XIII, LESSOR may either cancel this Agreement or suspend LESSEE'S rights hereunder. The LESSOR reserves the right to increase the amounts of insurance coverage described herein above and to require any additional riders or provisions in said policies or certificates as shall be considered necessary by the LESSOR and consistent with the terms and conditions of this Lease. LESSOR shall notify LESSEE of any increase, additional riders, provisions or certificates in writing at least 90 days before the renewal date of the policy. Increases shall not be unreasonable or for the purpose of intending to cause breach of contract or to place a due burden on LESSEE.

13.10 WORKMEN'S COMPENSATION INSURANCE

LESSEE shall Workmen's Compensation Insurance in the amounts and form required by the Workmen's Compensation Act and the insurance policy of the City of Laredo.

13.11 NON -LIABILITY OF LESSOR FOR THIRD PARTIES

The LESSOR shall not in any event be liable to LESSEE for any acts or omissions of, or for any condition resulting from, the operations or activities of any third person, firm, corporation, or the agents, servants, employees or independent contractors of any such person, firm or corporation, that results in ~injury, loss or damage to LESSEE or to any other person, or loss or damage to any personal property installed or stored on the leased premises.

13.12 INSURANCE PROVISIONS

All policies of insurance provided for in this Article XII shall be issued in form acceptable to LESSOR by solvent insurance companies licensed to do business in the State of Texas with a general policy holder's rating of not less than B+ and a financial rating of “X” as rated in the most current available “Best's Insurance Reports”, and qualified to do business in the State of Texas. Each such policy shall be issued in the names of LESSOR and LESSEE, its designees and any other parties in interest from time to time designated in writing by notice from LESSOR to LESSEE. Said policies shall be for the mutual and joint benefit and protection of LESSOR and LESSEE and any such other parties in interest as designated in this agreement. Executed copies of each such policy of insurance or a certificate thereof shall be delivered to LESSOR within 30 days of the commencement of the term of this LEASE, and thereafter, within thirty (30) days receipt of the renewal. All such insurance policies as

required herein shall be renewed in a timely manner so as to prohibit and avoid any lapse in coverage. All such policies of insurance shall contain provisions that:

a. The company writing said policy will give to LESSOR and any such other parties in interest at least thirty days' notice in writing in advance of any cancellations or lapse, or the effective date of any reduction in the amount of insurance.

b. All such insurance policies required to be maintained by LESSEE as set forth in this agreement, shall be written as primary policies which do not contribute to and are not in excess of coverage which LESSOR may carry. All such insurance policies required to be maintained by LESSEE as set forth in this agreement, shall contain a provision that LESSOR and any other parties in interest identified in this agreement, although named as an additional insured, shall nevertheless be entitled to recover under said polices for any loss sustained by it, its servants, agents and employees by reason of the negligence of LESSEE to the extent such policies are obtainable. LESSEE'S failure to provide and keep in force any of the insurance policies required hereunder shall be regarded as a material default hereunder entitling LESSOR to exercise any and all of the remedies provided in this lease in the event of LESSEE'S default after LESSOR has given proper notice of default.

13.13 INDEMNIFICATION OF LESSOR

LESSEE shall keep and hold harmless the LESSOR, its officers, agents, servants, and employees from any and all costs, liability, damages and expenses including, costs of suit and reasonable expenses of legal services, claimed or recovered by anyone by reason of injury to or death of any person or persons and damage to, destruction or loss of use of property caused by or resulting from any act or omission of LESSEE, its agents, servants, employees, or contractors, excepting such liability as may be proximately caused by the acts or omission of LESSOR. Provided, however, that upon the filing by anyone of a claim against LESSOR for damages arising out of incidents for which LESSEE herein agrees to indemnify and hold LESSOR harmless, LESSOR shall notify LESSEE of such claim within IO days of receipt of same. In the event that LESSEE docs not settle or compromise such claim, then LESSEE shall undertake. the legal defense of such claims both on behalf of LESSEE and on behalf of the LESSOR. It is specifically agreed, however, that LESSOR, at its option, may have its personal counsel participate in the legal defense of any such claim-However, LESSEE is not responsible for any such cost associated herewith. LESSEE or its insurance carrier has the right to choose counsel for LESSOR. Any final judgment rendered against LESSOR for any cause for which LESSEE is liable hereunder shall be conclusive against LESSEE as to liability and amount upon the expiration of the time appeal. In addition to LESSEE'S undertaking, as stated in this Article XII, and as means of further protecting LESSOR, its officers, agents, servants, and employees, LESSEE shall at all times during the term of this Agreement obtain and maintain in effect the insurance coverage required under the provisions of this Article hereof LESSOR shall in no way compromise the defense of any claim or lawsuit.

ARTICLE XIV

DEFAULT AND REMEDIES

14.01 EVENTS OF DEFAULT BY LESSEE AND LESSOR

The following shall be deemed to be events of default by LESSEE under this Lease:

a. LESSEE shall fail to comply with any term, covenants, or condition of this lease and fails to cure within ten (10) days after written notice by LESSOR;

b. LESSEE shall do or permit to be done any act which results in a lien being filed against the leased premises, and does not discharge of record or place bond against said lien within 30 days following written notice by LESSOR to LESSEE of the filing thereof.

The following shall be deemed to be events of default by LESSOR under this Lease:

a. LESSOR fails to comply with any term, covenants, or condition of this lease and fails to cure within 30 days after written notice by LESSEE;

b. LESSOR'S intentional interference with LESSEE'S enjoyment of the premises.

14.02 REMEDIES

If LESSEE fails to cure any default with 10days of receiving written notice of same,

a. LESSOR may at its option enter and take possession of the leased premises. LESSOR may secure, lock up, cut off utility service to, and attempt to relet the leased premises, all without any such actions being deemed a trespass or an election on LESSOR' S part to terminate the lease. If however, any such default on LESSEE'S part should be fully corrected and cured before LESSOR exercises an option to terminate the lease, and before LESSOR has relet the leased premises then the leased premises shall be returned to LESSEE, and LESSEE may continue in possession. LESSEE expressly waives any and all damages resulting from a reasonable reentry by LESSOR under this lease.

b. In the event that LESSOR elects to re-enter the leased premises without terminating the lease, then LESSEE shall be liable for and shall pay to LESSOR at the place for payment provided in Section 3.05, all rent and other indebtedness accrued to that date, plus rent required to be paid by LESSEE to LESSOR during the remainder of the lease term until the date of expiration of the term, diminished by a net sums thereafter received by LESSOR through reletting the leased premises (after deducting all expenses incurred by LESSOR to relet the leased premises). In no event shall LESSOR be entitled to any excess of any rent obtained by reletting over and above the rent herein reserved. LESSOR acknowledges its common law and statutory obligation to mitigate damages and make reasonable efforts to relet premium.

c. Notwithstanding any prior election not to terminate, LESSOR may at any time, including subsequent to a re-entry, elect to terminate this lease on account of such default. Upon termination LESSEE shall be liable for and shall pay to LESSOR the sum of all rent accrued to the date of such termination, and as liquidated damages, an amount equal to the rent for the remaining portion of the lease term had such a term not been terminated by LESSOR prior to expiration of the lease term. Any option of LESSEE to renew or extend the current agreement shall not be considered when calculating damages.

d. In case of Default, LESSEE shall also be liable for and shall pay to LESSOR, at the place for payment provided in Section 3.06, in addition to any sum provided to be paid above: Broker's fee incurred by LESSOR in connection with reletting the whole part or any part of the leased premises; the costs of removing and storing LESSEE'S or other occupant's property; the cost of repairing, altering, remodeling, renovating, or otherwise putting the leased premises into condition acceptable to a new tenant, and all reasonable expenses incurred by LESSOR in enforcing LESSOR'S remedies, including reasonable attorney's fees.

14.03 LESSOR'S LIEN

LESSOR shall have a statutory LESSOR'S lien on all merchandise, goods, chattels, implements, fixtures, tools, furniture, machinery and any other personal property which LESSEE now or at any time hereafter may place in or upon the premises, all exemption of said property, or any part of it being herein expressly waived by the LESSEE.

LESSOR IS HEREBY GRANTED AN EXPRESSED CONTRACTUAL LESSOR'S LIEN ON THE ABOVE GOODS, ALL OR ANY EXEMPTION BEING HEREBY WAIVED BY LESSEE, BUT WITHOUT LIMITING LESSEE'S RIGHT TO SELL, EXCHANGE OR REPLACE SUCH GOODS FROM TIME TO TIME IN THE ORDER OR COURSE OF BUSINESS OR TRADE.

Default on rent entitles LESSOR, at its option, to take whatever lawful action reasonably necessary to protect LESSOR'S interest in said property, including the storing of liened goods for payment for a reasonable time, as well as the selling of such goods a (public or private auction for rent due, without waiving LESSOR' S right to the total rent due:

14.04 CHANGE OF LOCKS

In the event that LESSEE defaults in the payment of rent and the default continues for a period of ten (10) days after the due date of the rent, LESSOR may change the door locks to the leased premises. LESSOR shall have the right to withhold a new key from LESSEE unless LESSEE pays all delinquent rent and cures any other existing default. A new key will be provided only during the regular business hours of LESSOR.

ARTICLE XV

RIGHTS OF ENTRY RESERVED

15.01 LESSOR'S RIGHTS OF ENTRY SHALL BE AS FOLLOWS:

a. The LESSOR, by its officer, employees, agents, representative, contractors and the City of Laredo shall have the right at all reasonable times during normal business hours of LESSEE to enter upon the leased premises for the purpose of inspecting the same, for observing the performance of LESSEE of its obligations under this Agreement and for doing for any act or thing which the LESSOR may be obligated or have the right to do under this Agreement or otherwise, so long as such entry does not interfere with the daily operations of LESSEE. LESSOR shall provide LESSEE with at least one-hour notice before entering the premises unless such entry is required due to an emergency in which reasonable effort will be made to inform LESSEE prior to such entry.

b. In the event that any personal property of LESSEE shall obstruct the access of the LESSOR, its officers, employees, agents, or contractors to any of the existing or future utility, mechanical, electrical, and other systems and thus shall interfere with the inspection maintenance or repair of any such system, LESSEE shall move such property, as directed by the City or the utility company owing and furnishing the utility service, in order that the access may be had to the system or part thereof for inspection, maintenance or repair, and if LESSEE shall fail to so move such property within a reasonable period after direction from LESSOR or the utility company to do so, the ·LESSOR or utility company may' move it and the LESSEE hereby agrees to pay the cost of such moving upon demand.

c. At any time and from time to time during ordinary business hours within the six months preceding the expiration of the term of this Agreement, the LESSOR by its agents, and employees, shall have the rights to enter upon the lease premises to exhibit to prospective tenants. LESSOR shall provide LESSEE with at least one-hour notice before entering the premises unless such entry is required due to an emergency in which reasonable effort will be made to inform LESSEE prior to such entry.

d. Exercise of any of the foregoing rights as identified in Article XIV, by the LESSOR or under other rights of LESSOR shall not be or be construed to be an eviction of LESSEE nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

ARTICLE XVI

LESSOR'S WARRANTIES AND COVENANTS

16.01 WARRANTY OF QUIET ENJOYMENT

The LESSOR covenants that as long as LESSEE is not in default of any provision of this Agreement, LESSEE shall and may peaceably and quietly have, hold and enjoy the leased premises during the term hereof unless sooner terminated as provided in this Agreement.

ARTICLE XVII

RULES AND REGULATIONS

From time to time the City may adopt and enforce any regulations with respect to the occupancy and use of the airport, its services and facilities, by person's vehicles, aircraft and equipment that in City' s opinion will reasonably insure the safe, efficient and economically practicable operation thereof and provide for the safety and convenience of those using the Airport, and to protect the Airport and its facilities and the public from damage or injury resulting from operations on, into and from the Airport.

LESSEE agrees to observe and obey any and all rules and regulations and all Federal, State, and Municipal rules and regulations and laws and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same.

LESSEE shall be furnished a current copy of any such rules and regulations and any amendments thereto.

ARTICLE XVIII

NON- DISCRIMINATION

In the use of the Airport under the provisions of this Agreement. LESSEE will not discriminate or permit discrimination against any person or group of persons because of race, color, or national origin or in any manner validly prohibited by Part 15 of the Federal Aviation Administration's regulations, the Federal Aid Airport Program Grant Agreements applicable to the Airport and all Federal Laws. In enforcing this provision, the City reserves the right to take whatever action it might be required or entitled to take.

This provisions is to be considered as a covenant on the part of the LESSEE, a breach of which, continuing after notice by LESSOR or cease or desist, will constitute a material breach of this Agreement and will entitle the LESSOR at its option to exercise its right of termination as provided for herein.

ARTICLE XIX

NON-EXCLUSIVITY

Nothing herein contained shall be deemed to grant to LESSEE any exclusive right or privilege within the meaning of Section·3.08 of the Federal Aviation Act for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, LESSEE shall have the exclusive right to possession of the leased premises as defined within this lease.

ARTICLE XX

SPECIAL CONDITIONS

20.01 NATIONAL EMERGENCY

During the time of war or national emergency, the City of Laredo shall have the right to lease the Airport or any part thereof to the United States Government for military or naval use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be terminated.

20.02 ATTORNMENT

In the event the LESSEE'S lease with the City of Laredo is terminated, the LESSEE shall, at the request of the City, attorney to the City and this lease agreement, at the option of the City, shall continue in effect with the City as LESSOR, but the City shall be bound to the LESSEE in such circumstances only by privily of estate. The City of Laredo shall not be required to accept LESSEE'S attornment.

20.03 SUBJECT TO

This Agreement is made subject to the Constitution and laws of the State of Texas and the Charter of the City of Laredo, Texas, and, to the provisions of the Federal Aid Airport Program Grant Agreements applicable to the Airport and its operation, and the provisions of such agreements, insofar as they are applicable to the terms and provisions of this Agreement, shall be considered a part hereof to the same extent as though copied herein at length,

ARTICLE XXI

MISCELLANEOUS PROVISIONS

21.01 NON-AUTHORIZED USES PROHIBITED

Lessee shall not use or permit the use of the leased premises or any part thereof for any purpose or use other than those authorized by this Agreement.

21.02 TEXAS LAW APPLICABLE

This Agreement shall be performable and enforceable in Laredo, Webb County, Texas, and shall be construed in accordance with the laws of the State of Texas.

21.03 BENEFIT OF LESSOR AND LESSEE ONLY

This Agreement is made for the sole and exclusive benefit of the LESSOR and LESSEE, their successors and assigns, and is not made for the benefit of any third party,

A. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, and its legal representatives, successors and assigns.

B. This Agreement shall not become effective until the same has been fully and properly executed by both parties hereto.

C. The titles of the several articles of this Agreement are inserted herein for convenience only and are not intended and shall not b9 construed to affect in any manner the terms and provisions hereof or the interpretation or construction on thereof.

21.07 NO PARTNERSHIP OR JOINT VENTURE

The relationship between LESSOR and LESSEE at all times shall remain solely that of landlord and tenant and shall not be deemed a partnership or joint venture. LESSOR shall

-not have or ·be, construed to have any responsibility or liability for any work, acts, or omissions of LESSEE, its agents, employees, tenants, sublessee, guest, invitee or customers. LESSEE shall not have or be construed to have any responsibility or liability for any work, acts, or omissions of LESSOR, its agents, employees, tenants, successors in interest, guest, invitee or customers.

21.08 PRIOR AGREEMENTS

This Agreement constitutes the sole and only agreement of the parties to the lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of the lease.

21.09 AMENDMENT

No amendment, modification or alteration of the terms of this lease shall be binding unless it is in writing, dated subsequent to the date of this lease, and duly executed by the parties to this lease and subject to City Council approval.

21.10 ATTORNEY'S FEES AND COSTS

If as a result of a breach of this Agreement by LESSEE, LESSOR employs an attorney or attorneys to enforce its rights under this lease, then the LESSEE agrees to pay the LESSOR the reasonable attorney's fees and costs incurred to enforce this lease.

21.11 TIME OF ESSENCE

Time is of the essence of this Agreement

21.12 CONTRACT AMBIGUITY

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did nor did not author same.

21.13 PREPARATION OF LEASE

The parties hereto expressly agree and stipulate that there shall not be a presumption that this lease shall be construed more strongly against the party drafting this lease or any paragraph, clause or provision hereof.

21.14 INDEMNITY AGAINST TOXIC WASTE CLEANUP

All operations by LESSEE shall be in strict compliance with all state, local and federal laws, ordinances and regulations applicable to the business of LESSEE, and in particular those applicable to the storage and dispensing of fuels, oxygen, or other hazardous or toxic chemicals or substances handled, stored or dispensed by LESSEE. LESSEE agrees to hold LESSOR completely harmless from, and to fully indemnify LESSOR against, all fines, claims, costs and damages (including attorney's fees) relating to, or arising out of LESSEE' S use of the leased premises, including those arising by reason of spillage, leakage, escape or contamination of any fuel, oxygen, chemical or substance from or upon the premises, including also the cost of removing same and returning the premises to a clean and healthful condition. LESSEE has no obligation to indemnify LESSOR for any toxic waste cleanup that does not result from LESSEE'S own actions.

ARTICLE XXII

NOTICES

All notices, demands or requests from one party to another may be personally delivered or sent by mail, certified, postage prepaid, to the addresses stated in this section and shall be deemed to have been given at the time of personal delivery or at the time of mailing.

All payments notices, demands or requests from LESSEE to LESSOR shall be given or mailed to LESSOR at:

Office of the Airport Director

Laredo International Airport

5210 Bob Bullock Loop

Laredo, Texas 78041

All notices demands or requests from LESSOR to LESSEE shall be given or mailed to LESSEE at:

Laredo Economic Development Corporation

616 Leal St. P.O. Box 2682

Laredo, Texas 78044

ARTICLE XXIII

FEDERAL PROVISIONS

23.01 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:

Further, LESSEE will keep and maintain the leased area in a clean and healthful condition and comply with the laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having any jurisdiction hereof) with reference to use, conditions, or occupancy of the leased area.

23.02 OUTSIDE STORAGE PROHIBITED:

Storage of vehicles, equipment, supplies, or any other items outside of the leased building(s) is prohibited.

23.03 FIRE CLAUSE:

Should the leased area be destroyed by fire or casualty to the extent that it is no longer reasonably appropriate for LESSEE'S use and occupancy of said premises, LESSEE shall have the option of cancelling this lease upon written notice to LESSOR within thirty (30) days of the date the premises are rendered untenantable or restoring said leased area in a reasonable, sufficient, and timely manner at LESSEE'S sole cost and expense, in which case this lease shall continue in accordance with all of its terms and conditions. Failure of LESSEE to give notice of cancellation within said thirty (30) day period shall mean that the LESSEE exercises its option to continue the lease in force and effect. Rental during the period that the premises are being restored hereunder shall be abated.

23.04 GARBAGE STORAGE AND DISPOSAL:

LESSEE agrees to store all accumulated garbage in a neat and clean manner, as an essential element of its responsibilities for neatness of the premises, and agrees to comply with all rules and ordinances of the City and state regarding it storage and disposal.

23.05 IMPROVEMENTS VESTED IN LESSOR:

The parties agree that the obligation and promises of LESSEE, as expressed herein, to make repairs and improvements and maintain the leased premises is a part of the total consideration for this lease agreement. Therefore, all right, title, and interest in and to said repairs or improvements shall at all times herein be vested in LESSOR, subject only to the right of LESSEE to the use and possession of said building and improvements during this lease plus any extensions hereof a provided in said lease so long as LESSEE is not in default

of any of the terms of this agreement. It shall be the obligation of LESSEE to maintain and repair the said leased area and improvements during the term of this lease or any extension thereof. Upon te1mination, interest in and to the said repairs or improvements shall remain vested in LESSOR, and LESSEE shall not have any further rights therein nor be entitled to any reimbursement by reason of LESSEE'S maintenance, improvements, repair or use of said leased area.

23.06 SUBORDINATION OF LEASE:

This lease shall be subordinated to the provisions of any existing or future agreement between LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport.

It is expressly understood and agreed that this lease is subject to and subordinate to and controlled by provisions, stipulations, covenants and agreements contained in those certain contracts, agreements, resolutions and actions of the City of Laredo, Texas, constituting agreements between the City and United States of America and its agents including but not limited, to the Federal Aviation Administration (FAA) and all regulations now and hereafter imposed upon the City and that the LESSOR shall not be liable to LESSEE on account of any of the foregoing matters and all of such contracts, agreements, resolutions and regulations are incorporated herein by reference, and if any provision of this lease is determined to be a variance with same, such provision is unilaterally reformable at LESSOR'S option.

The parties agree that as of the date of execution of this contract there exists no provisions, stipulations, covenants, or agreements which would prohibit LESSEE from using the leased premises for the purpose set forth in Paragraph 1.1O; titled “Use and Use Conflict” in this agreement.

23.07 NATIONAL EMERGENCY:

During the time of war and national emergency, LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of such lease to the Government, shall be suspended.

23.08 AIRPORT HAZARD:

The LESSEE and its agents, servants, employees, successors and assigns, will not make or permit any use of the property which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an airport hazard. This includes such items as electrical or electronic equipment, creation of smoke or dust or glaring or misleading lights.

23.09 NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION:

The LESSEE and its successors and assigns agree to complete an FAA Form 7460- 1, “Notice of Proposed Construction or Alteration”, and receive a favorable determination form FAA prior to any construction on the property.

23.10 AERIAL APPROACHES:

LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESEE from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

23.11 AIRPORT SECURITY:

LESSEE covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and TSR Part 1542, as amended from time to time. Should LESSEE, through a negligent act of its own, allow access to the Security Identification Display Area to an unauthorized person or persons, and LESSOR should be cited a civil penalty for the LESSEE'S beach of security, LESSEE shall reimburse LESSOR for any monetary civil penalty which may be imposed upon LESSOR by the Transportation Security Administration.

23.13 PREMISES LEASED "AS IS":

Premises are leased AS IS and there is no expressed or implied warranty on the condition or suitability of the building.

23.14 PROVISIONS:

Any provision in this Lease which proves to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and the remainder of this Lease shall remain in full force and effect.

23.15 AGREEMENT:

This Agreement consists of Article I through IV and Exhibit A. It constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the LESSOR and LESSEE. LESSEE agrees that no representations or grant of rights or privileges shall be binding upon the LESSOR unless expressed in writing in this Agreement.

EXECUTED ON THIS _____ DAY OF _____, 2025.

CITY OF LAREDO

a municipal corporation

By: _____

JOSEPH NEEB

CITY MANAGER

ATTEST:

_____

MARIO I. MALDONADO, JR

CITY SECRETARY

APPROVED AS TO FORM:

BY: _____

DOANH "ZONE" T. NGUYEN

CITY ATTORNEY

LAREDO ECONOMIC
DEVELOPMENT CORPORATION

BY: _____

DAVID A. STEDMAN

PRESIDENT AND CEO

City of Laredo

City Council

Meeting Date: 9/15/2025 **First and Final Reading 6.**

SUBJECT
An Ordinance of the City of Laredo, Texas, authorizing the issuance, sale and delivery of up to $40,000,000 in aggregate principal amount of “City of Laredo, Texas Combination Tax and Revenue Certificates of Obligation, Series 2025” for paying all or a portion of the city's contractual obligations incurred for the purpose of (1) acquiring, constructing, improving and equipping facilities to improve city telecommunications, wireless communications, information technology systems, applications, hardware, software, and cybersecurity; (2) renovating, improving, and equipping existing municipal buildings and facilities housing the governmental functions of the city, including administrative office facilities and library facilities; (3) acquiring, constructing, improving and equipping parks and recreational facilities; (4) purchasing real property, materials, supplies, equipment, machinery, landscaping, and rights of way for authorized needs and purposes related to the aforementioned capital improvements; and (5) paying legal, fiscal and engineering fees in connection with such projects; securing the payment thereof by authorizing the levy of an annual ad valorem tax and a pledge of certain surplus revenues of the city’s international toll bridge system; approving and authorizing the execution of all instruments and procedures related thereto including a paying agent/registrar agreement and a purchase contract; approving the form of an official statement; authorizing amendment to the city’s budget to appropriate such proceeds for purposes authorized herein; and declaring an effective date.

PREVIOUS COUNCIL ACTION
Resolution 2025-R-182 directing publication of notice of intention to issue City of Laredo, Texas Combination Tax and Revenue Certificates of Obligation, in one or more series, in the maximum principal amount of $40,000,000.00 was approved by City Council on 07/21/2025.

BACKGROUND
The City of Laredo is proposing to sell various obligations including its Certificates of Obligation, Series 2025 in the maximum principal amount of $40,000,000.00 to fund various capital improvement projects. The other obligations to be considered for the financing of capital improvements include: Public Property Finance Contractual Obligations, Series 2025 and Tax Notes, Series 2025. Additionally, the City plans to issue General Obligation Refunding Bonds, Series 2025, to refinance existing debt obligations to achieve debt service savings.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approve and adopt the First and Final Reading of this Ordinance.

Fiscal Impact

Fiscal Year:	2025-2026
Budgeted Y/N?:	N
Source of Funds:	Certificate Proceeds
Account #:	Various
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Budget for fiscal year 2025-2026 will be amended as necessary to appropriate proceeds and debt service payments. Principal and interest payments will be determined at the time of pricing on September 15, 2025.

ORDINANCE NO. 2025-O-____

ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF $_____ IN AGGREGATE PRINCIPAL AMOUNT OF "CITY OF LAREDO, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025" FOR PAYING ALL OR A PORTION OF THE CITY'S CONTRACTUAL OBLIGATIONS INCURRED FOR THE PURPOSE OF (1) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING FACILITIES TO IMPROVE CITY TELECOMMUNICATIONS, WIRELESS COMMUNICATIONS, INFORMATION TECHNOLOGY SYSTEMS, APPLICATIONS, HARDWARE, SOFTWARE, AND CYBERSECURITY; (2) RENOVATING, IMPROVING, AND EQUIPPING EXISTING MUNICIPAL BUILDINGS AND FACILITIES HOUSING THE GOVERNMENTAL FUNCTIONS OF THE CITY, INCLUDING ADMINISTRATIVE OFFICE FACILITIES AND LIBRARY FACILITIES; (3) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING PARKS AND RECREATIONAL FACILITIES; (4) PURCHASING MATERIALS, SUPPLIES, EQUIPMENT, MACHINERY, BUILDINGS, LAND, AND RIGHTS OF WAY FOR AUTHORIZED NEEDS AND PURPOSES RELATED TO THE AFOREMENTIONED CAPITAL IMPROVEMENTS, AND (5) PAYING LEGAL, FISCAL AND ENGINEERING FEES IN CONNECTION WITH SUCH PROJECTS; SECURING THE PAYMENT THEREOF BY AUTHORIZING THE LEVY OF AN ANNUAL AD VALOREM TAX AND A PLEDGE OF CERTAIN SURPLUS REVENUES OF THE CITY'S INTERNATIONAL TOLL BRIDGE SYSTEM; APPROVING AND AUTHORIZING THE EXECUTION OF ALL INSTRUMENTS AND PROCEDURES RELATED THERETO INCLUDING A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE CONTRACT; APPROVING THE FORM OF AN OFFICIAL STATEMENT; AUTHORIZING AMENDMENT TO THE CITY'S BUDGET TO APPROPRIATE SUCH PROCEEDS FOR PURPOSES AUTHORIZED HEREIN; AND DECLARING AN EFFECTIVE DATE

THE STATE OF TEXAS
COUNTY OF WEBB
CITY OF LAREDO

WHEREAS, the City Council of the **CITY OF LAREDO, TEXAS** (the "***City***" or ***"Issuer"***) hereby determines that it is necessary and desirable to pay all or a portion of the City's contractual obligations incurred for the purpose of (1) acquiring, constructing, improving and equipping facilities to improve City telecommunications, wireless communications, information technology systems, applications, hardware, software, and cybersecurity; (2) renovating, improving, and equipping existing municipal buildings and facilities housing the governmental functions of the City, including administrative office facilities and library facilities; (3) acquiring, constructing, improving and equipping parks and recreational facilities; (4) purchasing materials, supplies, equipment, machinery, buildings, land, and rights of way for authorized needs and purposes related to the aforementioned capital improvements, and (5) paying legal, fiscal and engineering fees in connection with such projects (collectively, the "***Project***"); and

WHEREAS, the City Council of the City intends to finance the Projects from proceeds derived from the sale of Certificates of Obligation issued by the City pursuant to Sections 271.041 - 271.063, Texas Local Government Code, as amended, and Subchapter B of Chapter 367 of the Transportation Code (which permits the issuance of toll bridge revenue bonds); and

WHEREAS, the City is an "Issuer" under Section 1371.001(4)(A), Texas Government Code, being a home-rule municipality that: (i) adopted its charter under Section 5, Article XI, Texas Constitution; (ii) has a population of 50,000 or more; and (iii) has outstanding long-term indebtedness that is rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for a long-term obligation; and

WHEREAS, on July 21, 2025, the City Council adopted a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation (the "***Notice***"); and

WHEREAS, the Notice has been duly published (i) in the *Laredo Morning Times,* which is a newspaper of general circulation in the City in its issues of July 27, 2025 and August 3, 2025, and (ii) continuously on the City's website from July 22, 2025 through the passage of this Ordinance; and

WHEREAS, the City has received no petition signed by at least five percent of the qualified electors of the City protesting the issuance of such Certificates of Obligation; and

WHEREAS, none of the purposes comprising the Project were included in a bond proposition to authorize bonds for the same purpose that was submitted to the voters of the City during the preceding three years and failed to be approved;

WHEREAS, it is considered to be in the best interest of the City that said interest bearing Certificates of Obligation be issued; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

SECTION 1. AMOUNT AND PURPOSE OF THE CERTIFICATES OF OBLIGATION. The certificate of obligation or certificates of obligation of the City further described in Section 2 of this Ordinance and referred to herein as the "Certificates of Obligation" are hereby authorized to be issued and delivered in the aggregate principal amount of - ***$_____*** for the purpose of ***PAYING, ALL OR A PORTION, OF THE CITY'S CONTRACTUAL OBLIGATIONS INCURRED FOR THE PURPOSE OF (1) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING FACILITIES TO IMPROVE CITY TELECOMMUNICATIONS, WIRELESS COMMUNICATIONS, INFORMATION TECHNOLOGY SYSTEMS, APPLICATIONS, HARDWARE, SOFTWARE, AND CYBERSECURITY; (2) RENOVATING, IMPROVING, AND EQUIPPING EXISTING MUNICIPAL BUILDINGS AND FACILITIES HOUSING THE GOVERNMENTAL FUNCTIONS OF THE CITY, INCLUDING ADMINISTRATIVE OFFICE FACILITIES AND LIBRARY FACILITIES; (3) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING PARKS AND RECREATIONAL FACILITIES; (4) PURCHASING MATERIALS, SUPPLIES, EQUIPMENT, MACHINERY, BUILDINGS, LAND, AND RIGHTS OF WAY FOR AUTHORIZED NEEDS AND PURPOSES RELATED TO THE***

AFOREMENTIONED CAPITAL IMPROVEMENTS, AND (5) PAYING LEGAL, FISCAL AND ENGINEERING FEES IN CONNECTION WITH SUCH PROJECTS.

SECTION 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF THE CERTIFICATES OF OBLIGATION. Each certificate of obligation issued pursuant to and for the purpose described in Section 1 of this Ordinance shall be designated **CITY OF LAREDO, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025**, and initially there shall be issued, sold and delivered hereunder one fully registered certificate of obligation, without interest coupons, dated October 1, 2025, in the aggregate principal amount of ***$_____***, numbered T-1 (the "***Initial Certificate of Obligation***"), with certificates of obligation issued in replacement thereof being in the denomination of $5,000 or any integral multiple thereof and numbered consecutively from R-1 upward, all payable to the initial registered owner thereof (with the Initial Certificate of Obligation being payable to the initial purchaser designated in Section 16 hereof), or to the registered assignee or assignees of said certificates of obligation or any portion or portions thereof (in each case, the "***Registered Owner***"), and the certificates of obligation shall mature and be payable serially on ***February 15*** in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

YEAR OF MATURITY	PRINCIPAL AMOUNT ($)	YEAR OF MATURITY	PRINCIPAL AMOUNT ($)	YEAR OF MATURITY	PRINCIPAL AMOUNT ($)
2026		2033		2040	
2027		2034		2041	
2028		2035		2042	
2029		2036		2043	
2030		2037		2044	
2031		2038		2045	
2032		2039		***	***

The term "***Certificates of Obligation***" as used in this Ordinance shall mean and include the Certificates of Obligation initially issued and delivered pursuant to this Ordinance and all substitute certificates of obligation exchanged therefor, as well as all other substitute certificates of obligation and replacement certificates of obligation issued pursuant hereto, and the term "***Certificate of Obligation***" shall mean any of the Certificates of Obligation.

SECTION 3. INTEREST. The Certificates of Obligation shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM CERTIFICATE OF OBLIGATION set forth in this Ordinance to their respective dates of maturity or prior redemption at the following rates per annum:

YEAR OF MATURITY	INTEREST RATE (%)	YEAR OF MATURITY	INTEREST RATE (%)	YEAR OF MATURITY	INTEREST RATE (%)
2026		2033		2040	
2027		2034		2041	
2028		2035		2042	
2029		2036		2043	
2030		2037		2044	
2031		2038		2045	
2032		2039		***	***

Said interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance.

SECTION 4. CHARACTERISTICS OF THE CERTIFICATES OF OBLIGATION; APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. *(a) Registration, Transfer, and Exchange; Authentication.* The City shall keep or cause to be kept at the designated corporate trust or commercial banking office (currently located in _____) of ***The Bank of New York Mellon Trust Company, N.A.*** (the "***Paying Agent/Registrar***") books or records for the registration of the transfer and exchange of the Certificates of Obligation (the "***Registration Books***"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. Attached hereto as *Exhibit A* is a copy of the Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar which is hereby approved in substantially final form, and the Mayor, Mayor Pro-Tem and City Secretary of the City are hereby authorized to execute the Paying Agent/Registrar Agreement and approve any changes in the final form thereof.

The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate of Obligation to which payments with respect to the Certificates of Obligation shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Certificates of Obligation shall be made within three business days after request and presentation thereof. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Certificate of Obligation or Certificates of Obligation shall be paid as provided in the FORM

CERTIFICATE OF OBLIGATION set forth in this Ordinance. Registration of assignments, transfers and exchanges of Certificates of Obligation shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance. Each substitute Certificate of Obligation shall bear a letter and/or number to distinguish it from each other Certificate of Obligation.

Except as provided in (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate of Obligation, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Certificate of Obligation shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates of Obligation and Certificates of Obligation surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Certificate of Obligation or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates of Obligation in the manner prescribed herein, and said Certificates of Obligation shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, and particularly Subchapter D and Section 1201.067 thereof, the duty of transfer and exchange of Certificates of Obligation as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the transferred and exchanged Certificate of Obligation shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates of Obligation which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) *Payment of Certificates of Obligation and Interest.* The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates of Obligation, all as provided in this Ordinance. The Paying Agent/ Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates of Obligation.

(c) *In General.* The Certificates of Obligation (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates of Obligation to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 50 days prior to any such redemption date), (iii) may be transferred and assigned, (iv) may be exchanged for other Certificates of Obligation, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) shall be payable as to principal and interest, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificates of Obligation, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance. The Initial Certificate of Obligation is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate of Obligation issued in exchange for the Initial Certificate of Obligation issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE OF OBLIGATION. In lieu of the executed Paying Agent/Registrar's Authentication Certificate described above, the Initial Certificate of Obligation delivered on the closing date (as further

described in subparagraph (i) below) shall have attached thereto the Comptroller's Registration Certificate substantially in the form set forth in the FORM OF CERTIFICATE OF OBLIGATION below, executed by the Comptroller of Public Accounts of the State of Texas or by her duly authorized agent, in the manner provided by State law, which certificate shall be evidence that the Initial Certificate of Obligation has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) Substitute Paying Agent/Registrar. The City covenants with the registered owners of the Certificates of Obligation that at all times while the Certificates of Obligation are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Certificates of Obligation under this Ordinance, and that the Paying Agent/Registrar will be one entity and shall be an entity registered with the Securities and Exchange Commission. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates of Obligation, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates of Obligation, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry Only System for Certificates of Obligation. The Certificates of Obligation issued in exchange for the Certificates of Obligation initially issued to the purchaser specified in Section 15 herein shall be initially issued in the form of a separate single fully registered Certificate of Obligation for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate of Obligation shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("***DTC***"), and except as provided in subsection (i) hereof, all of the outstanding Certificates of Obligation shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates of Obligation registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("***DTC Participant***") to hold securities to facilitate the clearance and settlement of securities transaction among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates of Obligation. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the

accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates of Obligation, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Certificates of Obligation, as shown on the Registration Books, of any notice with respect to the Certificates of Obligation, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Certificates of Obligation, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates of Obligation. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate of Obligation is registered in the Registration Books as the absolute owner of such Certificate of Obligation for the purpose of payment of principal and interest with respect to such Certificate of Obligation, for the purpose of registering transfers with respect to such Certificate of Obligation, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates of Obligation only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Certificates of Obligation to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Certificate of Obligation certificate evidencing the obligation of the City to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) *Successor Securities Depository; Transfers Outside Book-Entry Only Systems*. In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC or that it is in the best interest of the beneficial owners of the Certificates of Obligation that they be able to obtain certificated Certificates of Obligation, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates of Obligation to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates of Obligation and transfer one or more separate Certificates of Obligation to DTC Participants having Certificates of Obligation credited to their DTC accounts. In such event, the Certificates of Obligation shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Certificates of Obligation shall designate, in accordance with the provisions of this Ordinance.

(g) *Payments to Cede & Co*. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate of Obligation is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to principal of and interest on such Certificate of Obligation and all notices with respect to such Certificate of Obligation shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

(h) *DTC Letter of Representation*. The officers of the City are herein authorized for and on behalf of the City and as officers of the City to enter into one or more Letters of Representation with DTC establishing the book-entry only system with respect to the Certificates of Obligation.

(i) *Delivery of Initial Certificate of Obligation*. On the closing date, one Initial Certificate of Obligation representing the entire principal amount of the respective series of Certificates of Obligation, payable in stated installments to the initial registered owner named in Section 15 of this Ordinance or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Secretary of the City, approved by the Attorney General of Texas, and registered and signed by the Comptroller of Public Accounts of the State of Texas, in the manner provided by State law, will be delivered to the initial purchaser or its designee. Upon payment for the Initial Certificate of Obligation, the Paying Agent/Registrar shall cancel the Initial Certificate of Obligation and deliver to the initial registered owner or its designee one registered definitive Certificate of Obligation for each year of maturity of the Certificates of Obligation, in the aggregate principal amount of all of the Certificates of Obligation for such maturity.

SECTION 5. FORM OF CERTIFICATE OF OBLIGATION. The form of the Certificates of Obligation, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be endorsed on the Initial Certificate of Obligation, shall be substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

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FORM OF CERTIFICATE OF OBLIGATION

R-1	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF LAREDO, TEXAS	PRINCIPAL AMOUNT $_____

COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2025

INTEREST RATE	DELIVERY DATE	MATURITY DATE	CUSIP NO.
_____%	October 15, 2025	February 15, _____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, the ***CITY OF LAREDO, TEXAS*** (the "***City***"), being a political subdivision and home-rule municipality of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "***Registered Owner***"), the Principal Amount specified above, and to pay interest thereon (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above, at the Interest Rate per annum specified above, payable on February 15, 2026, and semiannually on each February 15 and August 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except that if this Certificate of Obligation is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate of Obligation or Certificates of Obligation, if any, for which this Certificate of Obligation is being exchanged is due but has not been paid, then this Certificate of Obligation shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate of Obligation are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate of Obligation shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate of Obligation at maturity or upon the date fixed for redemption prior to maturity, at the designated corporate trust or commercial banking office of ***The Bank of New York Mellon Trust Company, N.A.,*** _____, which is the "***Paying Agent/Registrar***" for this Certificate of Obligation. The payment of interest on this Certificate of Obligation shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the Ordinance authorizing the issuance of this Certificate of Obligation (the "***Ordinance***") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each

such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "***Record Date***") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "***Special Record Date***") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "***Special Payment Date***" which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Registered Owner appearing on the Registration Books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. Any accrued interest due upon the redemption of this Certificate of Obligation prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate of Obligation for redemption and payment at the designated corporate trust office of the Paying Agent/Registrar (unless the redemption date is a regularly scheduled interest payment date, in which case accrued interest on such redeemed Certificates of Obligation shall be payable in the regular manner described above). The City covenants with the Registered Owner of this Certificate of Obligation that on or before each principal payment date, interest payment date and accrued interest payment date for this Certificate of Obligation it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates of Obligation, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate of Obligation shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE OF OBLIGATION is one of a series of Certificates of Obligation dated as of October 1, 2025, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of ***$_____*** for the purpose of ***PAYING, ALL OR A PORTION, OF THE CITY'S CONTRACTUAL OBLIGATIONS INCURRED FOR THE PURPOSE OF (1) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING FACILITIES TO IMPROVE CITY TELECOMMUNICATIONS, WIRELESS COMMUNICATIONS, INFORMATION TECHNOLOGY SYSTEMS, APPLICATIONS, HARDWARE, SOFTWARE, AND CYBERSECURITY; (2) RENOVATING, IMPROVING, AND EQUIPPING EXISTING MUNICIPAL BUILDINGS AND FACILITIES HOUSING THE GOVERNMENTAL FUNCTIONS OF THE CITY, INCLUDING ADMINISTRATIVE OFFICE FACILITIES AND LIBRARY FACILITIES; (3) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING PARKS AND RECREATIONAL FACILITIES; (4) PURCHASING MATERIALS, SUPPLIES, EQUIPMENT, MACHINERY, BUILDINGS, LAND, AND RIGHTS OF WAY FOR AUTHORIZED NEEDS AND PURPOSES RELATED TO THE AFOREMENTIONED CAPITAL IMPROVEMENTS, AND (5) PAYING LEGAL, FISCAL AND ENGINEERING FEES IN CONNECTION WITH SUCH PROJECTS***.

ON FEBRUARY 15, 20___, or on any date thereafter, the Certificates of Obligation maturing on and after February 15, 20___, may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, as a whole, or in part (provided that a portion of a Certificate of Obligation may be redeemed only in an integral multiple of $5,000), at the redemption price of the principal amount of Certificates of Obligation called for redemption, plus accrued interest thereon to the date fixed for redemption. The City shall determine the maturity or maturities, and the principal amount of Certificates of Obligation within each maturity, to be redeemed. If less than all Certificates of Obligation of a maturity are to be redeemed, the particular Certificates of Obligation to be redeemed shall be selected by the Paying Agent/Registrar at random and by lot.

AT LEAST 30 DAYS prior to the date fixed for any redemption of Certificates of Obligation or portions thereof prior to maturity, a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid to the Registered Owner of each Certificate of Obligation to be redeemed at its address as it appeared on the Registration Books maintained by the Paying Agent/Registrar on the day such notice of redemption is mailed. Any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Registered Owner. The notice with respect to an optional redemption of Certificates of Obligation may state (1) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar no later than the redemption date, or (2) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of an authorized representative to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is so rescinded. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates of Obligation or portions thereof which are to be so redeemed. If such written notice of redemption is mailed (and not rescinded), and if due provision for such payment is made, all as provided above, the Certificates of Obligation or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate of Obligation shall be redeemed a substitute Certificate of Obligation or Certificates of Obligation having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

ALL CERTIFICATES OF OBLIGATION OF THIS SERIES are issuable solely as fully registered Certificates of Obligation, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Ordinance, this Certificate of Obligation, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Certificates of Obligation, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral

multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate of Obligation to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate of Obligation must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate of Obligation or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Certificate of Obligation or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate of Obligation may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate of Obligation or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for transferring and exchanging any Certificate of Obligation or portion thereof shall be paid by the City, but any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer or exchange as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

IN THE EVENT any Paying Agent/Registrar for the Certificates of Obligation is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Certificates of Obligation.

IT IS HEREBY certified, recited, and covenanted that this Certificate of Obligation has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate of Obligation have been performed, existed, and been done in accordance with law; that this Certificate of Obligation is a general obligation of the City, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate of Obligation, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limits prescribed by law and that this Certificate of Obligation is additionally secured by and payable from the limited surplus revenues of the City's International Toll Bridge System, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's International Toll Bridge System.

THE CITY also has reserved the right to amend the Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates of Obligation.

BY BECOMING the Registered Owner of this Certificate of Obligation, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Certificate of Obligation and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate of Obligation to be signed with the manual or facsimile signature of the Mayor or Mayor Pro-Tem of the City, and countersigned with the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed, or placed in facsimile, on this Certificate of Obligation.

Countersigned:

(facsimile signature)	(facsimile signature)
City Secretary, City of Laredo, Texas	Mayor, City of Laredo, Texas

(CITY SEAL)

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FORM OF REGISTRATION CERTIFICATE
OF THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Certificate of Obligation has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Certificate of Obligation has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

(COMPTROLLER'S SEAL)

_____
Acting Comptroller of Public Accounts
of the State of Texas

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate of Obligation is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate of Obligation has been issued under the provisions of the Ordinance described in the text of this Certificate of Obligation; and that this Certificate of Obligation has been issued in exchange for a certificate of obligation or certificates of obligation, or a portion of a certificate of obligation or certificates of obligation of a series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

The Bank of New York Mellon Trust Company, N.A.

_____
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Registered Owner of this Certificate of Obligation, or duly authorized representative or attorney thereof, hereby sells, assigns and transfers this Certificate of Obligation and all rights hereunder unto _____

_____
/_____/_____
(Assignee's Social Security or and Taxpayer Identification Number) (Please print or typewrite Assignee's name address, including zip code)

and hereby irrevocably constitutes and appoints _____ attorney to transfer the registration of this Certificate of Obligation on the Paying Agent/Registrar's Registration Books with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____
NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

_____
NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate of Obligation in every particular, without alteration or enlargement or any change whatsoever.

INITIAL CERTIFICATE OF OBLIGATION INSERTIONS

The Initial Certificate of Obligation shall be in the form set forth above except that:

(A) Immediately under the name of the Certificate of Obligation, the headings "INTEREST RATE" and "MATURITY DATE" shall be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

(B) The first paragraph shall be deleted and the following shall be inserted:

"ON THE RESPECTIVE MATURITY DATES specified below, the ***CITY OF LAREDO, TEXAS*** (the "***City***"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "***Registered Owner***"), the respective Principal Installments specified below, and to pay interest thereon (calculated on the basis of a 360-day year composed of twelve 30-day months) from the Delivery Date specified above, at the respective Interest Rates per annum specified below, payable on February 15, 2026, and semiannually on each February 15 and August 15 thereafter to the respective Maturity Dates specified below, or the date of redemption prior to maturity. The respective Maturity Dates, Principal Installments and Interest Rates for this Certificate of Obligation are set forth in the following schedule:

Maturity Date (February 15)	Principal Installment	Interest Rate

[Insert principal and interest information from Sections 2 and 3 above]"

(C) The Initial Certificate of Obligation shall be numbered "T-1."

SECTION 6. INTEREST AND SINKING FUND; TAX LEVY. A special Interest and Sinking Fund for the Certificates of Obligation (the "***Interest and Sinking Fund***") is hereby created solely for the benefit of the Certificates of Obligation, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Certificates of Obligation. All ad valorem taxes levied and collected for and on account of the Certificates of Obligation shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Certificates of Obligation or interest thereon are outstanding and unpaid, the City shall compute and ascertain a rate and amount of ad valorem tax which, together with revenues with respect to the Certificates of Obligation (as described in Section 7 below) budgeted to pay principal and interest coming due during such fiscal year, will be sufficient to raise and produce the money required to pay the interest on the Certificates of Obligation as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of its Certificates of Obligation as such principal matures (but never less than 2% of the original principal amount of the Certificates of Obligation as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Certificates of Obligation or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the respective Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates of Obligation, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

SECTION 7. SURPLUS REVENUES. For purposes hereof, "***Net Revenues***" means the revenues of the City's international toll bridge system (the "***International Toll Bridge System***") after payment of all operation and maintenance expenses thereof. The Certificates of Obligation, together with other obligations of the City, are additionally secured by and shall be payable from and secured by Net Revenues remaining after payment of all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the Net Revenues (the "***Surplus Revenues***"). The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 6, to the extent necessary to pay the

principal and interest on the Certificates of Obligation. Notwithstanding the requirements of Section 6, if revenues are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the revenues then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

SECTION 8. CONSTRUCTION FUND. There is hereby created and established in the depository of the City, a fund to be called the *City of Laredo, Texas Combination Tax and Revenue Certificates of Obligation (Series 2025) Construction Fund* (herein called the "***Construction Fund***"). Proceeds from the sale and delivery of the Certificates of Obligation (other than proceeds representing accrued interest on the Certificates of Obligation and any premium on the Certificates of Obligation that is not used by the City to pay costs of issuance or costs related to the purpose for which the Certificates of Obligation have been issued in accordance with the provisions of Section 1201.042(d), Texas Government Code, as amended, which shall be deposited in the Interest and Sinking Fund) shall be deposited in the Construction Fund. Money in the Construction Fund shall be subject to disbursements by the City for payment of all costs incurred in carrying out the purpose for which the Certificates of Obligation are issued, including but not limited to costs for construction, engineering, architecture, financing, financial consultants and legal services related to the project being financed with proceeds of the Certificates of Obligation and the issuance of the Certificates of Obligation. All funds remaining on deposit in the Construction Fund upon completion of the projects being financed with the proceeds from the Certificates of Obligation, if any, shall be transferred to the Interest and Sinking Fund.

SECTION 9. INVESTMENTS. Funds on deposit in the Interest and Sinking Fund and the Construction Fund shall be secured by the depository bank of the City in the manner and to the extent required by law to secure other public funds of the City and may be invested from time to time in any investment authorized by applicable law, including but not limited to the Public Funds Investment Act (Chapter 2256, Texas Government Code), and the City's investment policy adopted in accordance with the provisions of the Public Funds Investment Act; provided, however, that investments purchased for and held in the Interest and Sinking Fund shall have a final maturity no later than the next principal or interest payment date for which such funds are required, and investments purchased for and held in the Construction Fund shall have a final maturity of not later than the date the City reasonably expects the funds from such investments will be required to pay costs of the projects for which the Certificates of Obligation were issued. Income and profits from such investments shall be deposited in the respective Fund which holds such investments; however, any such income and profits from investments in the Construction Fund may be withdrawn by the City and deposited in the Interest and Sinking Fund to pay all or a portion of the interest next coming due on the Certificates of Obligation. It is further provided, however, that any interest earnings on Certificate of Obligation proceeds which are required to be rebated to the United States of America pursuant to Section 14 hereof in order to prevent the Certificates of Obligation from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

SECTION 10. EMPOWERED. The City Manager, Deputy City Manager and Finance Director of the City (or any person serving or acting in the interim in such capacity) are hereby

ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

SECTION 11. DEFEASANCE OF THE CERTIFICATES OF OBLIGATION. (a) Any Certificate of Obligation and the interest thereon shall be deemed to be paid, retired and no longer outstanding a "***Defeased Certificate of Obligation***") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate of Obligation, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "***Future Escrow Agreement***") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates of Obligation shall have become due and payable. At such time as a Certificate of Obligation shall be deemed to be a Defeased Certificate of Obligation hereunder, as aforesaid, such Certificate of Obligation and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates of Obligation that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the City expressly reserves the right to call the Defeased Certificates of Obligation for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates of Obligation immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates of Obligation and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates of Obligation may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates of Obligation, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(c) The term "***Defeasance Securities***" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the

United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable state law that may be used to defease obligations such as the Certificates of Obligation.

(d) Until all Defeased Certificates of Obligation shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates of Obligation the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the City elects to defease less than all of the principal amount of Certificates of Obligation of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates of Obligation by such random method as it deems fair and appropriate.

SECTION 12. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES OF OBLIGATION. *(a) Replacement Certificates of Obligation.* In the event any outstanding Certificate of Obligation is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new certificate of obligation of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate of Obligation, in replacement for such Certificate of Obligation in the manner hereinafter provided.

(b) Application for Replacement Certificates of Obligation. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Certificates of Obligation shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Certificate of Obligation, the registered owner applying for a replacement certificate of obligation shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Certificate of Obligation, the registered owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Certificate of Obligation, as the case may be. In every case of damage or mutilation of a Certificate of Obligation, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate of Obligation so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate of Obligation shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate of Obligation, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate of Obligation)

instead of issuing a replacement Certificate of Obligation, provided security or indemnity is furnished as above provided in this Section.

(d) *Charge for Issuing Replacement Certificates of Obligation*. Prior to the issuance of any replacement certificate of obligation, the Paying Agent/Registrar shall charge the registered owner of such Certificate of Obligation with all legal, printing, and other expenses in connection therewith. Every replacement certificate of obligation issued pursuant to the provisions of this Section by virtue of the fact that any Certificate of Obligation is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Certificate of Obligation shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates of Obligation duly issued under this Ordinance.

(e) *Authority for Issuing Replacement Certificates of Obligation*. In accordance with Chapter 1201, Texas Government Code, as amended, this Section of this Ordinance shall constitute authority for the issuance of any such replacement certificate of obligation without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such certificates of obligation is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates of Obligation in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Certificates of Obligation issued in exchange for other Certificates of Obligation.

SECTION 13. CUSTODY, APPROVAL, AND REGISTRATION OF THE CERTIFICATES OF OBLIGATION; BOND COUNSEL'S OPINION, BOND INSURANCE, AND CUSIP NUMBERS. The Mayor or Mayor Pro-Tem of the City is hereby authorized to have control of the Certificates of Obligation initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates of Obligation pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates of Obligation said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall sign the Comptroller's Registration Certificate, in the manner provided by State law, attached to such Certificates of Obligation, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel (with an appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City), a statement regarding the issuance of a municipal bond insurance policy to secure payment of debt service on the Certificates of Obligation, if any, and the assigned CUSIP numbers may, at the option of the City, be printed on the Certificates of Obligation issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates of Obligation.

SECTION 14. COVENANTS REGARDING TAX-EXEMPTION OF INTEREST ON THE CERTIFICATES OF OBLIGATION. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates of Obligation as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "***Code***"), the interest on which is not includable in the

"gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates of Obligation or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Certificates of Obligation or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates of Obligation, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates of Obligation or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Certificates of Obligation (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificates of Obligation being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates of Obligation being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates of Obligation, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates of Obligation, other than investment property acquired with –

(A) proceeds of the Certificates of Obligation invested for a reasonable temporary period of 90 days or less until such proceeds are needed for the purpose for which the Certificates of Obligation are issued)

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates of Obligation;

(7) to otherwise restrict the use of the proceeds of the Certificates of Obligation or amounts treated as proceeds of the Certificates of Obligation, as may be necessary, so that the Certificates of Obligation do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Certificates of Obligation or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificates of Obligation in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates of Obligation) an amount that is at least equal to 90 percent of the "Excess Earning," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates of Obligation have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to establish reasonable expectations to prevent using the proceeds of the Certificates of Obligation in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds).

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates of Obligation. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates of Obligation, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates of Obligation under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates of Obligation, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates of Obligation under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager, Deputy City Manager and the Finance Director of the City (or any person serving or acting in the interim in such capacity) to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates of Obligation.

(d) Allocation of, and Limitation on, Expenditures for the Projects. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (collectively referred to herein as the "Projects") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Projects are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates of Obligation, or (2) the date the Certificates of Obligation are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates of Obligation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Projects. The City covenants that the property constituting the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates of Obligation. For purpose of the foregoing, the City may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates of Obligation. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City Council hereby adopts and establishes the instructions attached hereto as Exhibit B as the City's written procedures.

(g) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

SECTION 15. SALE AND DELIVERY OF THE CERTIFICATES OF OBLIGATION. The Certificates of Obligation are hereby initially sold and shall be delivered to ***BofA Securities, Inc.***, as the representative of a group of underwriters (collectively, the "Underwriters"), at a price of ***$***_____ (which amount is equal to par, plus a [net] original issue premium of ***$***_____, and less Underwriters' discount of ***$***_____), and no accrued interest, all pursuant to the terms and provisions of a Purchase Contract in substantially the form attached hereto as Exhibit D which the Mayor, Mayor Pro-Tem, City Manager, Deputy City Manager, or Finance Director of the City are each hereby individually authorized to execute and deliver, and which the City Secretary is hereby authorized to attest. In satisfaction of Section 1201.022(a)(3), Texas Government Code, and upon consultation with the City's

Financial Advisor, the City Council hereby determines that the final terms of the Certificates of Obligation as set forth in this Ordinance are in the City's best interests. The City will deliver to the Underwriters an Initial Certificate of Obligation in the aggregate principal amount of ***$***_____ payable in principal installments on the dates and in the principal amounts shown in Section 2 hereof, and bearing interest at the rates for each respective maturity as shown in Section 3 hereof. The Initial Certificate of Obligation shall be registered in the name of ***BofA Securities, Inc.***

SECTION 16. APPROVAL OF OFFICIAL STATEMENT. The City hereby approves the form and content of the Official Statement relating to the Certificates of Obligation and any addenda, supplement, or amendment thereto, and approves the distribution of the Official Statement in the reoffering of the Certificates of Obligation by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement for the Certificates of Obligation, dated September 9, 2025, prior to the date hereof is hereby ratified and confirmed. The City Council finds and determines that the Preliminary Official Statement and the Official Statement were and are "deemed final" as of each of their respective dates within the meaning, and for the purpose, of Rule 15c2-12 promulgated under authority granted by the Federal Securities and Exchange Act of 1934.

SECTION 17. AUTHORITY FOR OFFICERS TO EXECUTE DOCUMENTS AND APPROVE CHANGES. The Mayor, Mayor Pro-Tem, City Secretary, City Manager, Deputy City Manager, and Finance Director of the City, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates of Obligation, the sale of the Certificates of Obligation, the Official Statement, and the Paying Agent/Registrar Agreement, and all actions related to the issuance of the Certificates of Obligation which have previously been taken by such officials are hereby ratified and approved. In addition, prior to the initial delivery of the Certificates of Obligation, the Mayor, Mayor Pro-Tem, City Secretary, City Manager, Deputy City Manager, Finance Director, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or correction to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Certificates of Obligation by the Attorney General's office. In case any officer whose signature shall appear on any Certificate of Obligation shall cease to be such officer before the delivery of such Certificate of Obligation, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The City Manager, Deputy City Manager, and the Finance Director of the City are further authorized to pay to the Attorney General of Texas prior to the delivery of the Certificates of Obligation, for the Attorney General's review of the transcript of proceedings

related to the Certificates of Obligation, the amount required pursuant to Section 1202.004, Texas Government Code, as amended.

SECTION 18. ORDINANCE A CONTRACT; AMENDMENTS. This Ordinance shall constitute a contract with the Registered Owners of the Certificates of Obligation, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificate of Obligation remains outstanding except as permitted in this Section. The City may, without the consent of or notice to any Registered Owners, amend, change, or modify this Ordinance as may be required (i) by the provisions hereof, (ii) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein, or (iii) in connection with any other change which is not to the prejudice of the Registered Owners. The City may, with the written consent of the Registered Owners of a majority in aggregate principal amount of the Certificates of Obligation then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Ordinance; provided that without the consent of all of the Registered Owners affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates of Obligation, reduce the principal amount thereof or the rate of interest thereon, (ii) give any preference to any Certificate of Obligation over any other Certificate of Obligation, (iii) extend any waiver of default to subsequent defaults, or (iv) reduce the aggregate principal amount of Certificates of Obligation required for consent to any such amendment, change, modification, or rescission. Whenever the City shall desire to make any amendment or addition to or rescission of this Ordinance requiring consent of the Registered Owners, the City shall cause notice of the amendment, addition, or rescission to be sent by first class mail, postage prepaid, to the Registered Owners at the respective addresses shown on the Registration Books. Whenever at any time within one year after the date of the giving of such notice, the City shall receive an instrument or instruments in writing executed by the Registered Owners of a majority in aggregate principal amount of the Certificates of Obligation then outstanding affected by any such amendment, addition, or rescission requiring the consent of the Registered Owners, which instrument or instruments shall refer to the proposed amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the City may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Registered Owner may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

SECTION 19. CONTINUING DISCLOSURE UNDERTAKING.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"***EMMA***" means the Electronic Municipal Market Access system being established by the MSRB.

"***Financial Obligation***" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of a debt obligation or any such derivative instrument; provided

that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule"

"***MSRB***" means the Municipal Securities Rulemaking Board.

"***Rule***" means SEC Rule 15c2-12, as amended from time to time.

"***SEC***" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB through EMMA within six months after the end of each fiscal year ending in or after 2024, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by this Ordinance being the information described in Exhibit C thereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit C thereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for such fiscal year within such six month period, and (2) audited financial statements for the applicable fiscal year to the MSRB through EMMA when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the date of the new fiscal year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this paragraph (b).

The financial information and operating data to be provided pursuant to this paragraph (b) may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC.

(c) Event Notices.

The City shall file notice of any of the following events with respect to the Certificates of Obligation to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial

difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Certificates of Obligation;

(7) Modifications to rights of holders of the Certificates of Obligation, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Certificates of Obligation, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in

this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates of Obligation within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 11 of this Ordinance that causes Certificates of Obligation no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates of Obligation, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates of Obligation at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates of Obligation in the primary offering of the Certificates of Obligation in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates of Obligation consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest

of the holders and beneficial owners of the Certificates of Obligation. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates of Obligation in the primary offering of the Certificates of Obligation. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 20. **SECURITY INTEREST**. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates of Obligation and the pledge of the ad valorem taxes and surplus revenues granted by the City under Sections 6 and 7 of this Ordinance, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates of Obligation are outstanding and unpaid such that the pledge of the ad valorem taxes or surplus revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Certificates of Obligation the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 21. REMEDIES IN EVENT OF DEFAULT. In addition to all the rights and remedies provided by the laws of the State of Texas, it is specifically covenanted and agreed particularly that in the event the City (i) defaults in the payment of the principal, premium, if any, or interest on the Certificates of Obligation, (ii) defaults in the deposits and credits required to be made to the Interest and Sinking Fund, or (iii) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance and the continuation thereof for 30 days after the City has received written notice of such defaults, the Holders of any of the Certificates of Obligation shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies, and the specification of such remedy shall not be deemed to be exclusive.

SECTION 22. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Underwriters and the registered owners of the Certificates of Obligation, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance

contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Underwriters and the registered owners of the Certificates of Obligation.

SECTION 23. RESERVED.

SECTION 24. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

SECTION 25. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 26. AMENDMENT TO BUDGET. The annual budget for this year is hereby amended to appropriate the proceeds from the Certificates of Obligation for the purposes authorized herein.

SECTION 27. EFFECTIVE DATE. Pursuant to the provisions of Section 1201.028, Texas Government Code, this Ordinance shall become effective immediately after its adoption by the City Council.

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FINALLY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS AT A REGULAR MEETING ON THE 15th DAY OF SEPTEMBER, 2025, AT WHICH MEETING A QUORUM WAS PRESENT.

_____
Dr. Victor D. Treviño, Mayor

ATTEST:

_____
Mario I. Maldonado, Jr., City Secretary

APPROVED AS TO FORM:

_____
Doanh "Zone" T. Nguyen, City Attorney

** ** ** ** **

[Signature Page to Ordinance Relating to the City of Laredo, Texas
Combination Tax and Revenue Certificates of Obligation, Series 2025]

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

THE PAYING AGENT/REGISTRAR AGREEMENT IS OMITTED AT THIS POINT AS IT APPEARS IN EXECUTED FORM ELSEWHERE IN THIS TRANSCRIPT.

EXHIBIT B

WRITTEN PROCEDURES RELATING TO
CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Certificates, the City's Finance Director (the "Responsible Person") will:

(i) instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities financed with the Certificates must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Certificates will be entered into within six (6) months of the date of delivery of the Certificates (the "Issue Date");

(ii) monitor that at least 85% of the proceeds of the Certificates to be used for the construction, renovation or acquisition of any facilities are expended within three (3) years of the Issue Date;

(iii) restrict the yield of the investments to the yield on the Certificates after three (3) years of the Issue Date;

(iv) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Certificates does not exceed an amount equal to the debt service on the Certificates in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Certificates for the immediately preceding 12-month period;

(v) ensure that no more than 50% of the proceeds of the Certificates are invested in an investment with a guaranteed yield for four years or more;

(vi) maintain any official action of the City (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Certificates any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;

(vii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and

(viii) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the Issue Date and (B) within 30 days after the date the Certificates are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Certificates the Responsible Person will:

(i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;

(ii) monitor whether, at any time the Certificates are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;

(iii) monitor whether, at any time the Certificates are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);

(iv) monitor whether, at any time the Certificates are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;

(v) determine whether, at any time the Certificates are outstanding, any person, other than the City, has a naming right for the facilities or any other contractual right granting an intangible benefit;

(vi) determine whether, at any time the Certificates are outstanding, the facilities are sold or otherwise disposed of; and

(vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Certificates and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Certificates. If any portion of the Certificates is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Certificates. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 19 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The annual audited financial statements of the City or the unaudited financial statements of the City in the event audited financial statements are not completed within six months after the end of any fiscal year.

2. All quantitative financial information and operating data with respect to the City of the general type included in the Official Statement under Tables 1 through 5 and 7 through 13.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

EXHIBIT D

FORM OF PURCHASE CONTRACT

THE PURCHASE CONTRACT IS OMITTED AT THIS POINT
AS IT APPEARS IN EXECUTED FORM ELSEWHERE IN THIS TRANSCRIPT.

City of Laredo

City Council

Meeting Date: 9/15/2025 **First and Final Reading 7.**

SUBJECT
An Ordinance of the City of Laredo, Texas, authorizing the issuance, sale and delivery of "City of Laredo, Texas Public Property Finance Contractual Obligations, Series 2025" in the approximate aggregate principal amount of $23,000,000 for the purchase of personal property; securing the payment thereof by authorizing the levy of an annual ad valorem tax; approving and authorizing the execution of all instruments and procedures related thereto including a paying agent/registrar agreement and a purchase contract; approving the form of an official statement; authorizing amendment to the city's budget to appropriate such proceeds for purposes authorized herein; and declaring an effective date.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City of Laredo is proposing the issuance of several debt instruments to support municipal initiatives. These include Certificates of Obligation, Series 2025; Public Property Finance Contractual Obligations, Series 2025; and Tax Notes, Series 2025, which will fund various capital improvement projects. Additionally, the City plans to issue General Obligation Refunding Bonds, Series 2025, to refinance existing debt obligations to achieve savings.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approve and adopt the First and Final Reading of this Ordinance.

Fiscal Impact

Fiscal Year:	2025-2026
Budgeted Y/N?:	N
Source of Funds:	PPFCO Proceeds
Account #:	Various
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Budget for fiscal year 2025-2026 will be amended as necessary to appropriate proceeds and debt service payments. Principal and interest payments will be determined at the time of pricing on September 15, 2025.

ORDINANCE NO. 2025-O-____

ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF "CITY OF LAREDO, TEXAS PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATIONS, SERIES 2025" FOR THE PURCHASE OF PERSONAL PROPERTY; SECURING THE PAYMENT THEREOF BY AUTHORIZING THE LEVY OF AN ANNUAL AD VALOREM TAX; APPROVING AND AUTHORIZING THE EXECUTION OF ALL INSTRUMENTS AND PROCEDURES RELATED THERETO INCLUDING A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE CONTRACT; APPROVING THE FORM OF AN OFFICIAL STATEMENT; AUTHORIZING AMENDMENT TO THE CITY'S BUDGET TO APPROPRIATE SUCH PROCEEDS FOR PURPOSES AUTHORIZED HEREIN; AND DECLARING AN EFFECTIVE DATE

THE STATE OF TEXAS
COUNTY OF WEBB
CITY OF LAREDO

WHEREAS, the Public Property Finance Act, Section 271.001 et seq. of the Local Government Code (the "***Act***"), authorizes the **CITY OF LAREDO, TEXAS** (the "***City***" or ***"Issuer"***) to execute, perform, and make payments under contracts with any person for the use, acquisition or purchase of personal property as described in said Act; and

WHEREAS, the Act permits the City Council to execute contracts in any form deemed appropriate by said City Council in connection with the use, acquisition or purchase of personal property; and

WHEREAS, the City Council desires to acquire or purchase personal property, all as described in Schedule I attached hereto, or such other personal property, appliances, equipment, facilities, furnishings or interests therein, whether movable or fixed, deemed by the City Council to be necessary, useful and/or appropriate for the purposes of the City (the "***Project***"); and

WHEREAS, the City Council deems it appropriate to adopt this Ordinance and issue the "Contractual Obligations" herein authorized as permitted by the Act.

WHEREAS, the City is an "Issuer" under Section 1371.001(4)(A), Texas Government Code, being a home-rule municipality that: (i) adopted its charter under Section 5, Article XI, Texas Constitution; (ii) has a population of 50,000 or more; and (iii) has outstanding long-term indebtedness that is rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for a long-term obligation; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

SECTION 1. AMOUNT AND PURPOSE OF THE CONTRACTUAL OBLIGATIONS. The contractual obligation or contractual obligations of the City further described in Section 2 of this Ordinance and referred to herein as the "Contractual Obligation" are hereby authorized to be issued and delivered in the aggregate principal amount of ***$_____*** for the purpose of ***PAYING ALL OR A PORTION OF THE ISSUER'S CONTRACTUAL OBLIGATIONS TO BE INCURRED IN CONNECTION WITH THE ACQUISITION OR PURCHASE OF PERSONAL PROPERTY, IN ACCORDANCE WITH THE PROVISIONS OF THE PUBLIC PROPERTY FINANCE ACT, SECTION 271.001 ET SEQ. OF THE LOCAL GOVERNMENT CODE AND TO PAY COSTS OF ISSUANCE***.

SECTION 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF THE CONTRACTUAL OBLIGATIONS. Each Contractual Obligation issued pursuant to and for the purpose described in Section 1 of this Ordinance shall be designated: **CITY OF LAREDO, TEXAS PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATIONS, SERIES 2025**, and initially there shall be issued, sold and delivered hereunder one fully registered contractual obligation, without interest coupons, dated October 1, 2025, in the aggregate principal amount of ***$_____***, numbered T-1 (the "***Initial Contractual Obligation***"), with contractual obligations issued in replacement thereof being in the denomination of $5,000 or any integral multiple thereof and numbered consecutively from R-1 upward, all payable to the initial registered owner thereof (with the Initial Contractual Obligation being payable to the initial purchaser designated in Section 15 hereof), or to the registered assignee or assignees of said contractual obligation or any portion or portions thereof (in each case, the "***Registered Owner***"), and the contractual obligations shall mature and be payable serially on ***February 15*** in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

YEAR OF MATURITY	PRINCIPAL AMOUNT ($)
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	

The term "***Contractual Obligations***" as used in this Ordinance shall mean and include the Contractual Obligations initially issued and delivered pursuant to this Ordinance and all substitute Contractual Obligations exchanged therefor, as well as all other substitute Contractual Obligations and replacement Contractual Obligations issued pursuant hereto, and the term "***Contractual Obligation***" shall mean any of the Contractual Obligations.

SECTION 3. INTEREST. The Contractual Obligations shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF CONTRACTUAL OBLIGATION set forth in this Ordinance to their respective dates of maturity or prior redemption at the following rates per annum:

YEAR OF MATURITY	INTEREST RATE (%)
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	

Said interest shall be payable in the manner provided and on the dates stated in the FORM OF CONTRACTUAL OBLIGATION set forth in this Ordinance.

SECTION 4. CHARACTERISTICS OF THE CONTRACTUAL OBLIGATIONS; APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. *(a) Registration, Transfer, and Exchange; Authentication.* The City shall keep or cause to be kept at the designated corporate trust office or commercial banking office (currently located in _____) of ***The Bank of New York Mellon Trust Company, N.A.*** (the "***Paying Agent/Registrar***") books or records for the registration of the transfer and exchange of the Contractual Obligations (the "***Registration Books***"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. Attached hereto as *Exhibit A* is a copy of the Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar which is hereby approved in substantially final form, and the Mayor, Mayor Pro-Tem and City Secretary of the

City are hereby authorized to execute the Paying Agent/Registrar Agreement and approve any changes in the final form thereof.

The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Contractual Obligation to which payments with respect to the Contractual Obligations shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Contractual Obligations shall be made within three business days after request and presentation thereof. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Contractual Obligation or Contractual Obligations shall be paid as provided in the FORM CONTRACTUAL OBLIGATION set forth in this Ordinance. Registration of assignments, transfers and exchanges of Contractual Obligations shall be made in the manner provided and with the effect stated in the FORM OF CONTRACTUAL OBLIGATION set forth in this Ordinance. Each substitute Contractual Obligation shall bear a letter and/or number to distinguish it from each other Contractual Obligation.

Except as provided in (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Contractual Obligation, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Contractual Obligation shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Contractual Obligations and Contractual Obligations surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Contractual Obligation or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Contractual Obligations in the manner prescribed herein, and said Contractual Obligations shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, and particularly Subchapter D and Section 1201.067 thereof, the duty of transfer and exchange of Contractual Obligations as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the transferred and exchanged Contractual Obligation shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Contractual Obligations which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) *Payment of Contractual Obligations and Interest.* The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Contractual Obligations, all as provided in this Ordinance. The Paying Agent/ Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Contractual Obligations.

(c) *In General*. The Contractual Obligations (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Contractual Obligations to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 50 days prior to any such redemption date), (iii) may be transferred and assigned, (iv) may be exchanged for other Contractual Obligations, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) shall be payable as to principal and interest, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Contractual Obligations, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CONTRACTUAL OBLIGATION set forth in this Ordinance. The Initial Contractual Obligation is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Contractual Obligation issued in exchange for the Initial Contractual Obligation issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CONTRACTUAL OBLIGATION. In lieu of the executed Paying Agent/Registrar's Authentication Certificate described above, the Initial Contractual Obligation delivered on the closing date (as further described in subparagraph (i) below) shall have attached thereto the Comptroller's Registration Certificate substantially in the form set forth in the FORM OF CONTRACTUAL OBLIGATION below, executed by the Comptroller of Public Accounts of the State of Texas or by her duly authorized agent, in the manner provided by State law,which certificate shall be evidence that the Initial Contractual Obligation has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) *Substitute Paying Agent/Registrar*. The City covenants with the registered owners of the Contractual Obligations that at all times while the Contractual Obligations are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Contractual Obligations under this Ordinance, and that the Paying Agent/Registrar will be one entity and shall be an entity registered with the Securities and Exchange Commission. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Contractual Obligations, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Contractual Obligations, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the

provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) *Book-Entry Only System for Contractual Obligations*. The Contractual Obligations issued in exchange for the Contractual Obligations initially issued to the purchaser specified in Section 15 herein shall be initially issued in the form of a separate single fully registered Contractual Obligation for each of the maturities thereof. Upon initial issuance, the ownership of each such Contractual Obligation shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("***DTC***"), and except as provided in subsection (i) hereof, all of the outstanding Contractual Obligations shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Contractual Obligations registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("***DTC Participant***") to hold securities to facilitate the clearance and settlement of securities transaction among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Contractual Obligations. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Contractual Obligations, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Contractual Obligations, as shown on the Registration Books, of any notice with respect to the Contractual Obligations, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Contractual Obligations, as shown in the Registration Books of any amount with respect to principal of or interest on the Contractual Obligations. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Contractual Obligation is registered in the Registration Books as the absolute owner of such Contractual Obligation for the purpose of payment of principal and interest with respect to such Contractual Obligation, for the purpose of registering transfers with respect to such Contractual Obligation, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Contractual Obligations only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Contractual Obligations to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Contractual Obligation certificate evidencing the obligation of the City to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) *Successor Securities Depository; Transfers Outside Book-Entry Only Systems*. In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC or that it is in the best interest of the beneficial owners of the Contractual Obligations that they be able to obtain certificated Contractual Obligations, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Contractual Obligations to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Contractual Obligations and transfer one or more separate Contractual Obligations to DTC Participants having Contractual Obligations credited to their DTC accounts. In such event, the Contractual Obligations shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Contractual Obligations shall designate, in accordance with the provisions of this Ordinance.

(g) *Payments to Cede & Co*. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Contractual Obligation is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to principal of and interest on such Contractual Obligation and all notices with respect to such Contractual Obligation shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

(h) *DTC Letter of Representation*. The officers of the City are herein authorized for and on behalf of the City and as officers of the City to enter into one or more Letters of Representation with DTC establishing the book-entry only system with respect to the Contractual Obligations.

(i) *Delivery of Initial Contractual Obligation*. On the closing date, one Initial Contractual Obligation representing the entire principal amount of the respective series of Contractual Obligations, payable in stated installments to the initial registered owner named in Section 15 of this Ordinance or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the initial purchaser or its designee. Upon payment for the Initial Contractual Obligation, the Paying Agent/Registrar shall cancel the Initial Contractual Obligation and deliver to the initial registered owner or its designee one registered definitive Contractual Obligation for each year of maturity of the Contractual Obligations, in the aggregate principal amount of all of the Contractual Obligations for such maturity.

SECTION 5. FORM OF CONTRACTUAL OBLIGATION. The form of the Contractual Obligations, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be endorsed on the Initial Contractual Obligation, shall be substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

FORM OF CONTRACTUAL OBLIGATION

R-1	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF LAREDO, TEXAS PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATIONS SERIES 2025	PRINCIPAL AMOUNT $_____

INTEREST RATE	DELIVERY DATE	MATURITY DATE	CUSIP NO.
_____%	October 15, 2025	February 15, _____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, the ***CITY OF LAREDO, TEXAS*** (the "***City***"), being a political subdivision and home-rule municipality of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "***Registered Owner***"), the Principal Amount specified above, and to pay interest thereon (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above, at the Interest Rate per annum specified above, payable on February 15, 2026, and semiannually on each August 15 and February 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except that if this Contractual Obligation is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Contractual Obligation or Contractual Obligations, if any, for which this Contractual Obligation is being exchanged is due but has not been paid, then this Contractual Obligation shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Contractual Obligation are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Contractual Obligation shall be paid to the Registered Owner hereof upon presentation and surrender of this Contractual Obligation at maturity or upon the date fixed for redemption prior to maturity, at the designated corporate trust or commercial banking office of ***The Bank of New York Mellon Trust Company, N.A., _____***, which is the "***Paying Agent/Registrar***" for this Contractual Obligation. The payment of interest on this Contractual Obligation shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the Ordinance authorizing the issuance of this Contractual Obligation (the "***Ordinance***") to be on deposit with

the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the ***"Record Date***") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "***Special Record Date***") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "***Special Payment Date***" which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Registered Owner appearing on the Registration Books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. Any accrued interest due upon the redemption of this Contractual Obligation prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Contractual Obligation for redemption and payment at the designated corporate trust office of the Paying Agent/Registrar (unless the redemption date is a regularly scheduled interest payment date, in which case accrued interest on such redeemed Contractual Obligations shall be payable in the regular manner described above). The City covenants with the Registered Owner of this Contractual Obligation that on or before each principal payment date, interest payment date and accrued interest payment date for this Contractual Obligation it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Contractual Obligations, when due.

IF THE DATE for the payment of the principal of or interest on this Contractual Obligation shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CONTRACTUAL OBLIGATION is one of a series of Contractual Obligations dated as of October 1, 2025, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of ***$_____ FOR THE PURPOSE OF PAYING ALL OR A PORTION OF THE ISSUER'S CONTRACTUAL OBLIGATIONS TO BE INCURRED IN CONNECTION WITH THE ACQUISITION OR PURCHASE OF PERSONAL PROPERTY, IN ACCORDANCE WITH THE PROVISIONS OF THE PUBLIC PROPERTY FINANCE ACT, SECTION 271.001 ET SEQ. OF THE LOCAL GOVERNMENT CODE AND TO PAY COSTS OF ISSUANCE***.

ALL CONTRACTUAL OBLIGATIONS OF THIS SERIES are issuable solely as fully registered Contractual Obligations, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Ordinance, this Contractual Obligation, may, at the

request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Contractual Obligations, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Contractual Obligation to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Contractual Obligation must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Contractual Obligation or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Contractual Obligation or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Contractual Obligation may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Contractual Obligation or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for transferring and exchanging any Contractual Obligation or portion thereof shall be paid by the City, but any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer or exchange as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

IN THE EVENT any Paying Agent/Registrar for the Contractual Obligations is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Contractual Obligations.

IT IS HEREBY certified, recited, and covenanted that this Contractual Obligation has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Contractual Obligation have been performed, existed, and been done in accordance with law; that this Contractual Obligation is a general obligation of the City, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Contractual Obligation, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limits prescribed by law.

THE CITY also has reserved the right to amend the Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Contractual Obligations.

BY BECOMING the Registered Owner of this Contractual Obligation, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Contractual Obligation and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Contractual Obligation to be signed with the manual or facsimile signature of the Mayor or Mayor Pro-Tem of the City, and countersigned with the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed, or placed in facsimile, on this Contractual Obligation.

Countersigned:

(facsimile signature)	(facsimile signature)
City Secretary, City of Laredo, Texas	Mayor, City of Laredo, Texas

(CITY SEAL)

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Contractual Obligation has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Contractual Obligation has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

(COMPTROLLER'S SEAL)	_____
	Acting Comptroller of Public Accounts of the State of Texas

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Contractual Obligation is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Contractual Obligation has been issued under the provisions of the Ordinance described in the text of this Contractual Obligation; and that this Contractual Obligation has been issued in exchange for a Contractual Obligation or Contractual Obligations, or a portion of a Contractual Obligation or Contractual Obligations of a series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated ***The Bank of New York Mellon Trust Company, N.A.***

_____
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Registered Owner of this Contractual Obligation, or duly authorized representative or attorney thereof, hereby sells, assigns and transfers this Contractual Obligation and all rights hereunder unto _____

_____
/_____/_____
(Assignee's Social Security or Taxpayer Identification Number) (Please print or typewrite Assignee's name and address, including zip code)

_____
and hereby irrevocably constitutes and appoints _____ attorney to transfer the registration of this Contractual Obligation on the Paying Agent/Registrar's Registration Books with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____
NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

_____
NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Contractual Obligation in every particular, without alteration or enlargement or any change whatsoever.

INITIAL CONTRACTUAL OBLIGATION INSERTIONS

The Initial Contractual Obligation shall be in the form set forth above except that:

(A) Immediately under the name of the Contractual Obligation, the headings "INTEREST RATE" and "MATURITY DATE" shall be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

(B) The first paragraph shall be deleted and the following shall be inserted:

"ON THE RESPECTIVE MATURITY DATES specified below, the ***CITY OF LAREDO, TEXAS*** (the "***City***"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "***Registered Owner***"), the respective Principal Installments specified below, and to pay interest thereon (calculated on the basis of a 360-day year composed of twelve 30-day months) from the Delivery Date specified above, at the respective Interest Rates per annum specified below, payable on February 15, 2026, and semiannually on each August 15 and February 15 thereafter to the respective Maturity Dates specified below, or the date of redemption prior to maturity. The respective Maturity Dates, Principal Installments and Interest Rates for this Contractual Obligation are set forth in the following schedule:

Maturity Date (February 15)	Principal Installment	Interest Rate

[Insert principal and interest information from Sections 2 and 3 above]"

(C) The Initial Contractual Obligation shall be numbered "T-1."

SECTION 6. INTEREST AND SINKING FUND; TAX LEVY. A special Interest and Sinking Fund for the Contractual Obligations (the "***Interest and Sinking Fund***") is hereby created solely for the benefit of the Contractual Obligations, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Contractual Obligations. All ad valorem taxes levied and collected for and on account of the Contractual Obligations shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Contractual Obligations or interest thereon are outstanding

and unpaid, the City shall compute and ascertain a rate and amount of ad valorem tax which, together with revenues with respect to the Contractual Obligations (as described in Section 7 below) budgeted to pay principal and interest coming due during such fiscal year, will be sufficient to raise and produce the money required to pay the interest on the Contractual Obligations as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of its Contractual Obligations as such principal matures (but never less than 2% of the original principal amount of the Contractual Obligations as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Contractual Obligations or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the respective Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Contractual Obligations, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

SECTION 7. RESERVED.

SECTION 8. CONSTRUCTION FUND. There is hereby created and established in the depository of the City, a fund to be called the *City of Laredo, Texas Public Property Finance Contractual Obligations (SERIES 2025) Construction Fund* (herein called the "***Construction Fund***"). Proceeds from the sale and delivery of the Contractual Obligations (other than proceeds representing accrued interest on the Contractual Obligations and any premium on the Contractual Obligations that is not used by the City to pay costs of issuance or costs related to the purpose for which the Contractual Obligations have been issued in accordance with the provisions of Section 1201.042(d), Texas Government Code, as amended, which shall be deposited in the Interest and Sinking Fund) shall be deposited in the Construction Fund. Money in the Construction Fund shall be subject to disbursements by the City for payment of all costs incurred in carrying out the purpose for which the Contractual Obligations are issued, including but not limited to costs for construction, engineering, architecture, financing, financial consultants and legal services related to the project being financed with proceeds of the Contractual Obligations and the issuance of the Contractual Obligations. All funds remaining on deposit in the Construction Fund upon completion of the projects being financed with the proceeds from the Contractual Obligations, if any, shall be transferred to the Interest and Sinking Fund.

SECTION 9. INVESTMENTS. Funds on deposit in the Interest and Sinking Fund and the Construction Fund shall be secured by the depository bank of the City in the manner and to the extent required by law to secure other public funds of the City and may be invested from time to time in any investment authorized by applicable law, including but not limited to the Public Funds Investment Act (Chapter 2256, Texas Government Code), and the City's investment policy adopted in accordance with the provisions of the Public Funds Investment Act; provided, however, that investments purchased for and held in the Interest and Sinking Fund shall have a final maturity no later than the next principal or interest payment date for which such funds are required, and investments purchased for and held in the Construction Fund shall

have a final maturity of not later than the date the City reasonably expects the funds from such investments will be required to pay costs of the projects for which the Contractual Obligations were issued. Income and profits from such investments shall be deposited in the respective Fund which holds such investments; however, any such income and profits from investments in the Construction Fund may be withdrawn by the City and deposited in the Interest and Sinking Fund to pay all or a portion of the interest next coming due on the Contractual Obligations. It is further provided, however, that any interest earnings on Contractual Obligation proceeds which are required to be rebated to the United States of America pursuant to Section 14 hereof in order to prevent the Contractual Obligations from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

SECTION 10. EMPOWERED. The City Manager, Deputy City Manager and Finance Director of the City (or any person serving or acting in the interim in such capacity) are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

SECTION 11. DEFEASANCE OF THE CONTRACTUAL OBLIGATIONS. (a) Any Contractual Obligation and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "***Defeased Contractual Obligation***") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Contractual Obligation, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "***Future Escrow Agreement***") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Contractual Obligations shall have become due and payable. At such time as a Contractual Obligation shall be deemed to be a Defeased Contractual Obligation hereunder, as aforesaid, such Contractual Obligation and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Contractual Obligations that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the City expressly reserves the right to call the Defeased Contractual Obligations for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Contractual Obligations immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Contractual Obligations and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Contractual Obligations may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Contractual Obligations, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(c) The term "***Defeasance Securities***" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable state law that may be used to defease obligations such as the Contractual Obligation.

(d) Until all Defeased Contractual Obligations shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Contractual Obligations the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the City elects to defease less than all of the principal amount of Contractual Obligations of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Contractual Obligations by such random method as it deems fair and appropriate.

SECTION 12. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CONTRACTUAL OBLIGATIONS. *(a) Replacement Contractual Obligations.* In the event any outstanding Contractual Obligation is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Contractual Obligation of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Contractual Obligation, in replacement for such Contractual Obligation in the manner hereinafter provided.

(b) *Application for Replacement Contractual Obligations*. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Contractual Obligations shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Contractual Obligation, the registered owner applying for a replacement Contractual Obligation shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Contractual Obligation, the registered owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Contractual Obligation, as the case may be. In every case of damage or mutilation of a Contractual Obligation, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Contractual Obligation so damaged or mutilated.

(c) *No Default Occurred*. Notwithstanding the foregoing provisions of this Section, in the event any such Contractual Obligation shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Contractual Obligation, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Contractual Obligation) instead of issuing a replacement Contractual Obligation, provided security or indemnity is furnished as above provided in this Section.

(d) *Charge for Issuing Replacement Contractual Obligations*. Prior to the issuance of any replacement Contractual Obligation, the Paying Agent/Registrar shall charge the registered owner of such Contractual Obligation with all legal, printing, and other expenses in connection therewith. Every replacement Contractual Obligation issued pursuant to the provisions of this Section by virtue of the fact that any Contractual Obligation is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Contractual Obligation shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Contractual Obligations duly issued under this Ordinance.

(e) *Authority for Issuing Replacement Contractual Obligations*. In accordance with Chapter 1201, Texas Government Code, as amended, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Contractual Obligation without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Contractual Obligations is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Contractual Obligations in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Contractual Obligations issued in exchange for other Contractual Obligations.

SECTION 13. CUSTODY, APPROVAL, AND REGISTRATION OF THE CONTRACTUAL OBLIGATIONS; BOND COUNSEL'S OPINION, BOND INSURANCE, AND CUSIP NUMBERS. The Mayor or Mayor Pro-Tem of the City is hereby authorized to have control of the Contractual Obligations initially issued and delivered hereunder

and all necessary records and proceedings pertaining to the Contractual Obligations pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Contractual Obligations said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Contractual Obligations, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel (with an appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City), a statement regarding the issuance of a municipal bond insurance policy to secure payment of debt service on the Contractual Obligations, if any, and the assigned CUSIP numbers may, at the option of the City, be printed on the Contractual Obligations issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Contractual Obligations.

SECTION 14. COVENANTS REGARDING TAX-EXEMPTION OF INTEREST ON THE CONTRACTUAL OBLIGATIONS. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Contractual Obligations as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "***Code***"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Contractual Obligations or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Contractual Obligations or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Contractual Obligations, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Contractual Obligations or projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Contractual Obligations (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Contractual Obligations being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Contractual Obligations being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Contractual Obligations, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Contractual Obligations, other than investment property acquired with –

(A) proceeds of the Contractual Obligations invested for a reasonable temporary period of three years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Contractual Obligations are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Contractual Obligations;

(7) to otherwise restrict the use of the proceeds of the Contractual Obligations or amounts treated as proceeds of the Contractual Obligations, as may be necessary, so that the Contractual Obligations do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Contractual Obligations or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Contractual Obligations in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Contractual Obligations) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Contractual Obligations have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to establish reasonable expectations to prevent using the proceeds of the Contractual Obligations in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds).

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "***Rebate Fund***" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Contractual Obligations. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Contractual Obligations, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Contractual Obligations under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Contractual Obligations, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Contractual Obligations under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the Mayor Pro-Tem, the City Manager or the Director of Finance of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Contractual Obligations.

(d) Allocation of, and Limitation on, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (collectively referred to herein as the "***Project***") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Contractual Obligations, or (2) the date the Contractual Obligations are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Contractual Obligations. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the projects financed or refinanced with the proceeds of the Contractual Obligations will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Contractual Obligations. For the purpose of the foregoing, the City may rely on an opinion of nationally-recognized bond counsel that that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Contractual Obligations. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City Council hereby adopts and establishes the instructions attached hereto as Exhibit B as the City's written procedures.

SECTION 15. SALE AND DELIVERY OF THE CONTRACTUAL OBLIGATIONS. The Contractual Obligations are hereby initially sold and shall be delivered to ***BofA Securities, Inc.***, as the representative of a group of underwriters (collectively, the "Underwriters"), at a price of ***$***_____ (which amount is equal to par, plus a [net] original issue premium of ***$***_____, and less Underwriters' discount of ***$***_____), and no accrued interest, all pursuant to the terms and provisions of a Purchase Contract in substantially the form attached hereto as Exhibit D which the Mayor, Mayor Pro-Tem, City Manager, Deputy City Manager, or Finance Director of the City are each hereby individually authorized to execute and deliver, and which the City Secretary is hereby authorized to attest. In satisfaction of Section 1201.022(a)(3), Texas Government Code, and upon consultation with the City's Financial Advisor, the City Council hereby determines that the final terms of the Contractual Obligations as set forth in this Ordinance are in the City's best interests. The City will deliver to the Underwriters an Initial Contractual Obligation in the aggregate principal amount of ***$***_____ payable in principal installments on the dates and in the principal amounts shown in Section 2 hereof, and bearing interest at the rates for each respective maturity as shown in Section 3 hereof. The Initial Contractual Obligation shall be registered in the name of ***BofA Securities, Inc.***

SECTION 16. APPROVAL OF OFFICIAL STATEMENT. The City hereby approves the form and content of the Official Statement relating to the Contractual Obligations and any addenda, supplement, or amendment thereto, and approves the distribution of the Official Statement in the reoffering of the Contractual Obligations by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement for the Contractual Obligations, dated September 9, 2025, prior to the date hereof is hereby ratified and confirmed. The City Council

finds and determines that the Preliminary Official Statement and the Official Statement were and are "deemed final" as of each of their respective dates within the meaning, and for the purpose, of Rule 15c2-12 promulgated under authority granted by the Federal Securities and Exchange Act of 1934.

SECTION 17. AUTHORITY FOR OFFICERS TO EXECUTE DOCUMENTS AND APPROVE CHANGES. The Mayor, Mayor Pro-Tem, City Secretary, City Manager, Deputy City Manager, and Finance Director of the City, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Contractual Obligations, the sale of the Contractual Obligations, the Official Statement, and the Paying Agent/Registrar Agreement, and all actions related to the Contractual Obligation which have previously been taken by such officials are hereby ratified and approved. In addition, prior to the initial delivery of the Contractual Obligations, the Mayor, Mayor Pro-Tem, City Secretary, City Manager, Deputy City Manager, Finance Director, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or correction to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Contractual Obligations by the Attorney General's office. In case any officer whose signature shall appear on any Contractual Obligation shall cease to be such officer before the delivery of such Contractual Obligation, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 18. ORDINANCE A CONTRACT; AMENDMENTS. This Ordinance shall constitute a contract with the Registered Owners of the Contractual Obligations, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Contractual Obligation remains outstanding except as permitted in this Section. The City may, without the consent of or notice to any Registered Owners, amend, change, or modify this Ordinance as may be required (i) by the provisions hereof, (ii) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein, or (iii) in connection with any other change which is not to the prejudice of the Registered Owners. The City may, with the written consent of the Registered Owners of a majority in aggregate principal amount of the Contractual Obligations then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Ordinance; provided that without the consent of all of the Registered Owners affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Contractual Obligations, reduce the principal amount thereof or the rate of interest thereon, (ii) give any preference to any Contractual Obligation over any other Contractual Obligation, (iii) extend any waiver of default to subsequent defaults, or (iv) reduce the aggregate principal amount of Contractual Obligations

required for consent to any such amendment, change, modification, or rescission. Whenever the City shall desire to make any amendment or addition to or rescission of this Ordinance requiring consent of the Registered Owners, the City shall cause notice of the amendment, addition, or rescission to be sent by first class mail, postage prepaid, to the Registered Owners at the respective addresses shown on the Registration Books. Whenever at any time within one year after the date of the giving of such notice, the City shall receive an instrument or instruments in writing executed by the Registered Owners of a majority in aggregate principal amount of the Contractual Obligations then outstanding affected by any such amendment, addition, or rescission requiring the consent of the Registered Owners, which instrument or instruments shall refer to the proposed amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the City may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Registered Owner may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

SECTION 19. CONTINUING DISCLOSURE UNDERTAKING.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"***EMMA***" means the Electronic Municipal Market Access system being established by the MSRB.

"***Financial Obligation***" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"***MSRB***" means the Municipal Securities Rulemaking Board.

"***Rule***" means SEC Rule 15c2-12, as amended from time to time.

"***SEC***" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB through EMMA within six months after the end of each fiscal year ending in or after 2024, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by this Ordinance being the information described in Exhibit C hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit C hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within

the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for such fiscal year within such six month period, and (2) audited financial statements for the applicable fiscal year to the MSRB through EMMA when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the date of the new fiscal year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this paragraph (b).

The financial information and operating data to be provided pursuant to this paragraph (b) may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC.

(c) Event Notices.

The City shall file notice of any of the following events with respect to the Contractual Obligations to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Contractual Obligations, or other material events affecting the tax status of the Contractual Obligations;

(7) Modifications to rights of holders of the Contractual Obligations, if material;

(8) Contractual Obligation calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Contractual Obligations, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Contractual Obligations within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 11 of this Ordinance that causes Contractual Obligations no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Contractual Obligations, and nothing in this Section, express or implied, shall give

any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Contractual Obligations at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Contractual Obligations in the primary offering of the Contractual Obligations in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Contractual Obligations consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the holders and beneficial owners of the Contractual Obligations. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Contractual Obligations in the primary offering of the Contractual Obligations. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (b) of this Section an explanation, in narrative

form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 20. **SECURITY INTEREST**. Chapter 1208, Texas Government Code, applies to the issuance of the Contractual Obligations and the pledge of the ad valorem taxes granted by the City under Sections 6 and 7 of this Ordinance, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Contractual Obligations are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Contractual Obligations the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 21. REMEDIES IN EVENT OF DEFAULT. In addition to all the rights and remedies provided by the laws of the State of Texas, it is specifically covenanted and agreed particularly that in the event the City (i) defaults in the payment of the principal, premium, if any, or interest on the Contractual Obligations, (ii) defaults in the deposits and credits required to be made to the Interest and Sinking Fund, or (iii) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance and the continuation thereof for 30 days after the City has received written notice of such defaults, the Holders of any of the Contractual Obligations shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies, and the specification of such remedy shall not be deemed to be exclusive.

SECTION 22. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Underwriters and the registered owners of the Contractual Obligations, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Underwriters and the registered owners of the Contractual Obligations.

SECTION 23. RESERVED.

SECTION 24. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

SECTION 25. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 26. AMENDMENT TO BUDGET. The annual budget for this year is hereby amended to appropriate the proceeds from the Contractual Obligations for the purposes authorized herein.

SECTION 27. EFFECTIVE DATE. Pursuant to the provisions of Section 1201.028, Texas Government Code, this Ordinance shall become effective immediately after its adoption by the City Council.

[The remainder of this page intentionally left blank.]

FINALLY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS AT A REGULAR MEETING ON THE 15th DAY OF SEPTEMBER, 2024, AT WHICH MEETING A QUORUM WAS PRESENT.

_____
Dr. Victor D. Treviño, Mayor

ATTEST:

_____
Mario I. Maldonado, Jr., City Secretary

APPROVED AS TO FORM:

_____
Doanh "Zone" T. Nguyen, City Attorney

** ** ** ** **

[Signature Page to Ordinance Relating to the City of Laredo, Texas
Public Property Finance Contractual Obligations, Series 2025]

SCHEDULE I

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

THE PAYING AGENT/REGISTRAR AGREEMENT IS OMITTED AT THIS POINT AS IT APPEARS IN EXECUTED FORM ELSEWHERE IN THIS TRANSCRIPT.

EXHIBIT B

WRITTEN PROCEDURES RELATING TO
CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Contractual Obligations, the City's chief financial officer (the "Responsible Person"), which currently is the City's Finance Director, will:

(i) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Contractual Obligations does not exceed an amount equal to the debt service on the Contractual Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Contractual Obligations for the immediately preceding 12-month period;

(ii) monitor the actions of the Escrow Agent to ensure compliance with the applicable provisions of the Escrow Agreement, including with respect to reinvestment of cash balances;

(iii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and

(iv) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the date of delivery of the Contractual Obligations (the "Issue Date"), and (B) within 30 days after the date the Contractual Obligations are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Contractual Obligations the Responsible Person will:

(i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;

(ii) monitor whether, at any time the Contractual Obligations are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;

(iii) monitor whether, at any time the Contractual Obligations are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);

(iv) monitor whether, at any time the Contractual Obligations are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;

(v) determine whether, at any time the Contractual Obligations are outstanding, any person, other than the City, has a naming right for the facilities or any other contractual right granting an intangible benefit;

(vi) determine whether, at any time the Contractual Obligations are outstanding, the facilities are sold or otherwise disposed of; and

(vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Contractual Obligations and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Contractual Obligations. If any portion of the Contractual Obligations is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format Responsible Person.

D. The Responsible Person shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Contractual Obligations. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 19 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The annual audited financial statements of the City or the unaudited financial statements of the City in the event audited financial statements are not completed within six months after the end of any fiscal year.

2. All quantitative financial information and operating data with respect to the City of the general type included in the Official Statement under Tables 1 through 5 and 7 through 13.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

City of Laredo

City Council

Meeting Date: 9/15/2025 **First and Final Reading 8.**

SUBJECT
An Ordinance of the City of Laredo, Texas, authorizing the issuance, sale and delivery of approximately $24,000,000 in aggregate principal amount of "City of Laredo, Texas Tax Notes, Series 2025"; securing the payment thereof by authorizing the levy of an annual ad valorem tax; and approving and authorizing the execution of a paying agent/registrar agreement, a purchase contract, an official statement and all other instruments and procedures related thereto; authorizing amendment to the City's Budget to appropriate such proceeds for purposes authorized herein; and declaring an effective date.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City of Laredo is proposing the issuance of several debt instruments to support municipal initiatives. These include Certificates of Obligation, Series 2025; Public Property Finance Contractual Obligations, Series 2025; and Tax Notes, Series 2025, which will fund various capital improvement projects. Additionally, the City plans to issue General Obligation Refunding Bonds, Series 2025, to refinance existing debt obligations to achieve debt service savings.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approve and adopt the First and Final Reading of this Ordinance.

Fiscal Impact

Fiscal Year:	2025-2026
Budgeted Y/N?:	N
Source of Funds:	Tax Notes Proceeds
Account #:	Various
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Budget for fiscal year 2025-2026 will be amended as necessary to appropriate proceeds and debt service payments. Principal and interest payments will be determined at the time of pricing on September 15, 2025.

ORDINANCE NO. 2025-O-___

ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF $_____ IN AGGREGATE PRINCIPAL AMOUNT OF "CITY OF LAREDO, TEXAS TAX NOTES, SERIES 2025"; SECURING THE PAYMENT THEREOF BY AUTHORIZING THE LEVY OF AN ANNUAL AD VALOREM TAX; APPROVING AND AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE CONTRACT, AN OFFICIAL STATEMENT AND ALL OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO; AUTHORIZING AMENDMENT TO THE CITY'S BUDGET TO APPROPRIATE SUCH PROCEEDS FOR PURPOSES AUTHORIZED HEREIN; AND DECLARING AN EFFECTIVE DATE

THE STATE OF TEXAS §
COUNTY OF WEBB §
CITY OF LAREDO §

WHEREAS*,** pursuant to Chapter 1431, Texas Government Code, as amended ("Chapter 1431***"), particularly Section 1431.004(a)(1) thereof, the **CITY OF LAREDO, TEXAS** (the "***City***") in Webb County, Texas is authorized and empowered to issue anticipation notes to pay contractual obligations incurred or to be incurred for (i) the construction of any public work, (ii) the purchase of materials, supplies, equipment, machinery, buildings, lands and rights-of-way for the City's authorized needs and purposes, and (iii) a professional service, including services by a tax appraisal engineer, engineer, architect, attorney, mapmaker, auditor, financial advisor, or fiscal agent; and

WHEREAS, the City Council of the hereby determines that it is necessary and desirable to issue anticipation notes to pay contractual obligations incurred or to be incurred for (1) acquiring, constructing, improving and equipping public safety facilities, including Police Department facilities and Fire Department facilities, (2) planning, constructing, improving and repairing streets, sidewalks, bridges and drainage improvements, together with rights-of-way acquisition, traffic and street signalization, landscaping, and lighting improvements, (3) purchasing materials, supplies, equipment, machinery, buildings, land, and rights of way for authorized needs and purposes related to the aforementioned capital improvements the ("***Project***");

WHEREAS, the City is an "Issuer" under Section 1371.001(4)(A), Texas Government Code (together with Chapter 1431, the "***Act***"), being a home-rule municipality that: (i) adopted its charter under Section 5, Article XI, Texas Constitution; (ii) has a population of 50,000 or more; and (iii) has outstanding long-term indebtedness that is rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for a long-term obligation; and

WHEREAS, in accordance with the provisions of the Act, the City Council hereby finds and determines that anticipation notes should be issued and sold at this time to finance the Project; and

WHEREAS, the City Council of the City deems it appropriate to adopt this Ordinance and issue the Notes herein authorized as permitted by the Act; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

SECTION 1. AMOUNT AND PURPOSE OF THE NOTES; **DEFINITIONS.** Tax notes of the City are hereby authorized to be issued and delivered in the aggregate principal amount of ***$_____ FOR THE PURPOSE OF PROVIDING FUNDS FOR: (1) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING PUBLIC SAFETY FACILITIES, INCLUDING POLICE DEPARTMENT FACILITIES AND FIRE DEPARTMENT FACILITIES, (2) PLANNING, CONSTRUCTING, IMPROVING AND REPAIRING STREETS, SIDEWALKS, BRIDGES AND DRAINAGE IMPROVEMENTS, TOGETHER WITH RIGHTS-OF-WAY ACQUISITION, TRAFFIC AND STREET SIGNALIZATION, LANDSCAPING, AND LIGHTING IMPROVEMENTS, (3) PURCHASING MATERIALS, SUPPLIES, EQUIPMENT, MACHINERY, BUILDINGS, LAND, AND RIGHTS OF WAY FOR AUTHORIZED NEEDS AND PURPOSES RELATED TO THE AFOREMENTIONED CAPITAL IMPROVEMENTS, AND (4) PAY FOR COSTS OF ISSUANCE***.

SECTION 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF NOTES. Each note issued pursuant to and for the purpose described in Section 1 of this Ordinance shall be designated **CITY OF LAREDO, TEXAS TAX NOTES, SERIES 2025**, and initially there shall be issued, sold and delivered hereunder one fully registered note, without interest coupons, dated October 1, 2025 in the aggregate principal amount of ***$_____***, numbered T-1 (the "***Initial Note***"), with Notes issued in replacement thereof being in the denomination of $5,000 or any integral multiple thereof and numbered consecutively from R-1 upward, all payable to the initial registered owner thereof (with the Initial Note being payable to the initial purchaser designated in Section 13 hereof), or to the registered assignee or assignees of said notes or any portion or portions thereof (in each case, the "***Registered Owner***"), and the Notes shall mature and be payable serially on ***February 15*** in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

[The remainder of this page intentionally left blank.]

YEAR OF MATURITY	PRINCIPAL AMOUNT ($)
2026	
2027	
2028	
2029	
2030	
2031	
2032	

The term "***Notes***" used in this Ordinance shall mean and include, the Notes initially issued and delivered pursuant to this Ordinance and all substitute notes exchanged therefor, as well as all other substitute notes and replacement notes issued pursuant hereto; the term "***Note***" shall mean, any of the Notes.

SECTION 3. INTEREST. The Notes shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF NOTE set forth in this Ordinance to their respective dates of maturity at the following rates per annum:

YEAR OF MATURITY	INTEREST RATE (%)
2026	
2027	
2028	
2029	
2030	
2031	
2032	

Said interest shall be payable in the manner provided and on the dates stated in the FORM OF NOTE set forth in this Ordinance.

SECTION 4. CHARACTERISTICS OF THE NOTES. *(a)* *Registration, Transfer, and Exchange; Authentication*. The City shall keep or cause to be kept at the designated corporate trust or commercial banking office (initially located in _____) of **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., _____** (the "***Paying Agent/Registrar***") books or records for the registration of the transfer and exchange of the Notes (the "***Registration Books***"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. Attached hereto as *Exhibit A* is a copy of the Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar which is hereby approved in substantially final form, and the Mayor, Mayor Pro-Tem and City Secretary of the City are hereby authorized to execute the Paying Agent/Registrar Agreement and approve any changes in the final form thereof.

The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Note to which payments with respect to the Notes shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Notes shall be made within three business days after request and presentation thereof. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Note or Notes shall be paid as provided in the FORM OF NOTE set forth in this Ordinance. Registration of assignments, transfers and exchanges of Notes shall be made in the manner provided and with the effect stated in the FORM OF NOTE set forth in this Ordinance. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note.

Except as provided in (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Note shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Notes and Notes surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Note or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Notes in the manner prescribed herein, and said Notes shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Subchapter D of Chapter 1201, Texas Government Code, the duty of transfer and exchange of Notes as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the transferred and exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Notes which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) *Payment of Notes and Interest*. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Notes, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Notes.

(c) *In General*. The Notes (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Notes to be payable only to the registered owners thereof, (ii) may be transferred and assigned, (iii) may be exchanged for other Notes, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Notes shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Notes, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Ordinance. The Initial Note is not required to be, and shall not be, authenticated by the Paying Agent/ Registrar, but on each substitute Note issued in exchange for the Initial Note issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF NOTE. In lieu of the executed Paying Agent/Registrar's Authentication Certificate described above, the Initial Note delivered on the closing date (as further described in subparagraph (i) below) shall have attached thereto the Comptroller's Registration Certificate substantially in the form set forth in the FORM OF NOTE below, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Note has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) *Substitute Paying Agent/Registrar*. The City covenants with the registered owners of the Notes that at all times while the Notes are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Notes under this Ordinance, and that the Paying Agent/Registrar will be one entity and shall be an entity registered with the Securities and Exchange Commission. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Notes, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Notes, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying

Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) *Book-Entry Only System for Notes.* The Notes issued in exchange for the Notes initially issued to the purchaser specified in Section 13 herein shall be initially issued in the form of a separate single fully registered Note for each of the maturities thereof. Upon initial issuance, the ownership of each such Note shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("***DTC***"), and except as provided in subsection (i) hereof, all of the outstanding Notes shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Notes registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("***DTC Participant***") to hold securities to facilitate the clearance and settlement of securities transaction among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Notes. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Notes, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Notes, as shown on the Registration Books, of any notice with respect to the Notes, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Notes, as shown in the Registration Books of any amount with respect to principal of or interest on the Notes. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Note is registered in the Registration Books as the absolute owner of such Note for the purpose of payment of principal and interest with respect to such Note, for the purpose of registering transfers with respect to such Note, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Notes only to or upon the Ordinance of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Notes to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Note certificate evidencing the obligation of the City to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) *Successor Securities Depository; Transfers Outside Book-Entry Only Systems.* In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC or that it is in the best interest of the beneficial owners of the Notes that they be able to obtain certificated Notes, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the

appointment of such successor securities depository and transfer one or more separate Notes to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Notes and transfer one or more separate Notes to DTC Participants having Notes credited to their DTC accounts. In such event, the Notes shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Notes shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to principal of and interest on such Note and all notices with respect to such Note shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

(h) DTC Letter of Representation. The officers of the City are herein authorized for and on behalf of the City and as officers of the City to enter into one or more Letters of Representation, if necessary, with DTC establishing the book-entry only system with respect to the Notes.

(i) Delivery of Initial Note. On the closing date, one Note representing the entire principal amount of the Notes and, payable in stated installments to the initial registered owner named in Section 13 of this Ordinance or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the initial purchaser or its designee. Upon payment for the Notes, the Paying Agent/Registrar shall cancel the Initial Note and deliver to the initial registered owner or its designee one registered definitive Note for each year of maturity of the Notes, in the aggregate principal amount of all of the Notes for such maturity.

SECTION 5. FORM OF NOTES. The form of the Notes, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas (to be attached only to the Notes initially issued and delivered pursuant to this Ordinance), shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

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FORM OF NOTE

R-	UNITED STATES OF AMERICA STATE OF TEXAS COUNTY OF WEBB CITY OF LAREDO, TEXAS TAX NOTES, SERIES 2025	PRINCIPAL AMOUNT $_____

INTEREST RATE	DATE OF SERIES	MATURITY DATE	CUSIP NO.
_____	October 1, 2025	February 15, 20__	839152 ___

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, the **CITY OF LAREDO, TEXAS** (the "***City***"), being a political subdivision and home-rule municipality of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "***Registered Owner***") the Principal Amount set forth above, and to pay interest thereon from the date of initial delivery of this Note (as shown on the records of the Paying Agent/Registrar described and defined below) at the Interest Rate per annum specified above, on February 15, 2026, and semiannually on each February 15 and August 15 thereafter to the Maturity Date specified above; except that if this Note is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such Principal Amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Note or Notes, if any, for which this Note is being exchanged or converted from is due but has not been paid, then this Note shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON THIS NOTE are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Note shall be paid to the Registered Owner hereof upon presentation and surrender of this Note at maturity at the designated corporate trust or commercial banking office (initially located in _____) of **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, _____, which is the "***Paying Agent/Registrar***" for this Note. The payment of interest on this Note shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of the Notes (the "***Note Ordinance***") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest

payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "***Record Date***") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "***Special Record Date***") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Note appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. The City covenants with the Registered Owner of this Note that on or before each principal payment date and interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Note Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Notes, when due.

IF THE DATE FOR ANY PAYMENT DUE on this Note shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS NOTE IS ONE OF A SERIES OF NOTES dated as of October 1, 2025, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of ***$_____ FOR THE PURPOSE OF PROVIDING FUNDS FOR: (1) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING PUBLIC SAFETY FACILITIES, INCLUDING POLICE DEPARTMENT FACILITIES AND FIRE DEPARTMENT FACILITIES, (2) PLANNING, CONSTRUCTING, IMPROVING AND REPAIRING STREETS, SIDEWALKS, BRIDGES AND DRAINAGE IMPROVEMENTS, TOGETHER WITH RIGHTS-OF-WAY ACQUISITION, TRAFFIC AND STREET SIGNALIZATION, LANDSCAPING, AND LIGHTING IMPROVEMENTS, (3) PURCHASING MATERIALS, SUPPLIES, EQUIPMENT, MACHINERY, BUILDINGS, LAND, AND RIGHTS OF WAY FOR AUTHORIZED NEEDS AND PURPOSES RELATED TO THE AFOREMENTIONED CAPITAL IMPROVEMENTS, AND (4) PAY FOR COSTS OF ISSUANCE***.

THIS NOTE IS NOT SUBJECT TO REDEMPTION PRIOR TO STATED MATURITY.

ALL NOTES OF THIS SERIES are issuable solely as fully registered Notes, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Note Ordinance, this Note may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Notes, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as

requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Note to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Note Ordinance. Among other requirements for such assignment and transfer, this Note must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Note or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Note or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Note may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Note or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Note or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange of a Note during the period commencing with the close of business on any Record Date immediately preceding a principal or interest payment date for such Note and ending with the opening of business on the next following principal or interest payment date.

WHENEVER THE BENEFICIAL OWNERSHIP of this Note is determined by a book entry at a securities depository for the Notes, the foregoing requirements of holding, delivering or transferring this Note shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT ANY PAYING AGENT/REGISTRAR for the Notes is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Note Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Notes.

IT IS HEREBY CERTIFIED, RECITED, AND COVENANTED that this Note has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Note have been performed, existed, and been done in accordance with law; that this Note is a general obligation of the City, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limits provided by law.

THE CITY HAS RESERVED THE RIGHT TO AMEND the Note Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Notes.

BY BECOMING THE REGISTERED OWNER of this Note, the Registered Owner thereby acknowledges all of the terms and provisions of the Note Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Note Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Note and the Note Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Note to be signed with the manual or facsimile signature of the Mayor or Mayor Pro-Tem of the City and countersigned with the manual or facsimile signature of the City Secretary of the City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Note.

(facsimile signature)	(facsimile signature)
City Secretary	Mayor [Pro-Tem]
City of Laredo, Texas	City of Laredo, Texas

(SEAL)

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FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Note has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Note has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____
Acting Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Note is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Note has been issued under the provisions of the Note Ordinance described in the text of this Note; and that this Note has been issued in conversion or replacement of, or in exchange for, a note, notes, or a portion of a note or notes of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

_____
Paying Agent/Registrar

By_____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Registered Owner of this Note, or duly authorized representative or attorney thereof, hereby assigns this Note to

_____ / _____ (Assignee's Social Security or Taxpayer Identification)	_____ (Print or typewrite Assignee's name and address, including zip code)

and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.	_____ NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.

INITIAL NOTE INSERTIONS

The Initial Note shall be in the form set forth above except that:

(A) Immediately under the name of the Note, the headings "INTEREST RATE" and "MATURITY DATE" shall be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

(B) The first paragraph shall be deleted and the following shall be inserted:

"ON THE RESPECTIVE MATURITY DATES specified below, the ***CITY OF LAREDO, TEXAS*** (the "***City***"), being a political subdivision and home-rule municipality of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "***Registered Owner***"), the respective Principal Installments specified below, and to pay interest thereon (calculated on the basis of a 360-day year composed of twelve 30-day months) from the date of initial delivery of this Note (as shown on the records of the Paying Agent/Registrar described and identified below) at the respective Interest Rates per annum specified below, payable on February 15, 2026, and semiannually on each February 15 and August 15 thereafter to the respective Maturity Dates specified below. The respective Maturity Dates, Principal Installments and Interest Rates for this Note are set forth in the following schedule:

MATURITY DATE (FEBRUARY 15)	PRINCIPAL INSTALLMENT ($)	INTEREST RATE (%)
2026		
2027		
2028		
2029		
2030		
2031		
2032		

[Insert information from Sections 2 and 3 above]

(C) The Initial Note shall be numbered "T-1."

SECTION 6. INTEREST AND SINKING FUND; TAX LEVY; SECURITY INTEREST.

(a) Interest and Sinking Fund; Tax Levy. A special "***Interest and Sinking Fund***" is hereby created and shall be established and maintained by the City at an official depository bank of the City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and the principal of said Notes. Immediately after the issuance and delivery of the Notes, all accrued interest on the Notes, together with any premium on the Notes that is not used by the City to pay costs of issuance in accordance with the provisions of Section 1201.042(d), Texas Government Code, as amended, shall be deposited to the credit of the Interest and Sinking Fund. In addition, all ad valorem taxes levied and collected for and on account of said Notes shall be deposited, as collected, to the credit of said Interest and Sinking Fund. For each fiscal year while any of the Notes or interest thereon are outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Notes as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Notes as such principal matures (but never less than 2% of the original principal amount of the Notes as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Notes or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund created by this Ordinance.

Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Notes, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) Security Interest. Chapter 1208, Texas Government Code, applies to the issuance of the Notes and the pledge of the ad valorem taxes granted by the City under Section 6(a) of this Ordinance, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Notes are outstanding and unpaid such that the pledge of the ad valorem taxes or surplus revenues granted by the City under Section 6(a) of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Notes the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 7. CONSTRUCTION FUND. There is hereby created and established in the depository of the City, a fund to be called the *City of Laredo, Texas Tax Notes, Series 2025 Construction Fund* (herein called the "***Construction Fund***"). Proceeds from the sale and delivery of the Notes (other than proceeds representing accrued interest on the Note, if any, which shall be deposited in the Interest and Sinking Fund) shall be deposited in the Construction Fund. Money in the Construction Fund shall be subject to disbursements by the City for payment of all costs incurred in carrying out the purpose for which the Notes are issued, including but not limited to costs for construction, engineering, architecture, financing, financial consultants and legal services related to the project being financed with proceeds of the Notes, and to pay costs of issuance of the Notes. All funds remaining on deposit in the Construction Fund upon completion of the projects being financed with the proceeds from the Notes, if any, shall be transferred to the Interest and Sinking Fund.

SECTION 8. INVESTMENTS. Funds on deposit in the Interest and Sinking Fund and the Construction Fund shall be secured by the depository bank of the City in the manner and to the extent required by law to secure other public funds of the City and may be invested from time to time in any investment authorized by applicable law, including but not limited to the Public Funds Investment Act (Chapter 2256, Texas Government Code), and the City's investment policy adopted in accordance with the provisions of the Public Funds Investment Act; provided, however, that investments purchased for and held in each Interest and Sinking Fund shall have a final maturity no later than the next principal or interest payment date on which such funds will be needed, and investments purchased for and held in the Construction Fund shall have a final maturity of not later than the date the City reasonably expects the funds from such investments will be required to pay costs of the projects for which the Notes were issued. Income and profits from such investments shall be deposited in the respective Fund which holds such investments; however, any such income and profits from investments in the Construction Fund may be withdrawn by the City and deposited in the Interest and Sinking Fund to pay all or a portion of the interest next coming due on the Notes. It is further provided, however, that any interest earnings on proceeds which are required to be rebated to the United States of America pursuant to Section 12 hereof in order to prevent the Notes from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

SECTION 9. DEFEASANCE OF NOTES. (a) Defeasance. Any Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "***Defeased Note***") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Note, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "***Future Escrow Agreement***") for such payment (1) lawful money of the United States of America sufficient to make such payment and/or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Notes shall have become due and payable. Thereafter, the City will have no further responsibility with respect to amounts available to the Paying Agent/Registrar for the payment of such Defeased Note, including any insufficiency therein caused by the failure of the escrow agent under such Future Escrow Agreement to receive payment when due on the Defeasance Securities. At such time as a Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Investment of Funds in Defeasance Securities. Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Notes and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Notes may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Notes, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(c) Definition of Defeasance Securities. The term "***Defeasance Securities***" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment

rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable state law that may be used to defease obligations such as the Notes.

(d) Duties of Paying Agent/Registrar. Until all Defeased Notes shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Notes the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) Selection of Notes to be Defeased. In the event that the City elects to defease less than all of the principal amount of Notes of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Notes by such random method as it deems fair and appropriate.

SECTION 10. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTES. (a) Replacement Notes. In the event any outstanding Note is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new note of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Notes. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Notes shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Note, the registered owner applying for a replacement note shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Note, the registered owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Note. In every case of damage or mutilation of a Note, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Note shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Note, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Notes. Prior to the issuance of any replacement note, the Paying Agent/Registrar shall charge the registered owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Notes duly issued under this Ordinance.

(e) Authority for Issuing Replacement Notes. In accordance with Chapter 1201, Texas Government Code, as amended, this Section of this Ordinance shall constitute authority for the issuance of any such replacement note without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such notes is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Notes in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Notes issued in conversion and exchange for other Notes.

SECTION 11. CUSTODY, APPROVAL, AND REGISTRATION OF NOTES; CO-BOND COUNSEL'S OPINION; CUSIP NUMBERS; AND OTHER MATTERS. The Mayor or Mayor Pro-Tem of the City is hereby authorized to have control of the Notes initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Notes pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Notes said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Notes, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Co-Bond Counsel (with an appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City) and the assigned CUSIP numbers may, at the option of the City, be printed on the Notes issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Notes. In addition, if bond insurance is obtained, the Notes may bear an appropriate legend as provided by the insurer.

SECTION 12. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTES. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Notes as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "***Code***"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Notes or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Notes or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Notes, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Notes or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and

not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Notes (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Notes being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Notes being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Notes, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Notes, other than investment property acquired with --

(A) proceeds of the Notes invested for a reasonable temporary period of three years or less until such proceeds are needed for the purpose for which the Notes are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Notes;

(7) to otherwise restrict the use of the proceeds of the Notes or amounts treated as proceeds of the Notes, as may be necessary, so that the Notes do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Notes or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Notes in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Notes) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Notes have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to establish reasonable expectations to prevent using the proceeds of the Contractual Obligations in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds).

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "***Rebate Fund***" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the noteholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Notes. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Notes, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Notes under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Notes, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Notes under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager or the Finance Director (or any person serving or acting in the interim in such capacity) of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Notes.

(d) Allocation of, and Limitation on, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (collectively referred to herein as the "***Project***") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Notes, or (2) the date the Notes are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Notes. For purposes hereof, the City shall not be obligated to comply with this

covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Notes. For purpose of the foregoing, the City may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Notes. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City Council hereby adopts and establishes the instructions attached hereto as *Exhibit B* as the City's written procedures.

SECTION 13. SALE AND DELIVERY OF NOTES. The Notes are hereby initially sold and shall be delivered to **BofA Securities, Inc.**, as the initial purchaser of the Notes (the "***Underwriter***"), at a price of ***$***_____ (which amount is equal to par, plus a [net] original issue premium on the Notes of ***$***_____, and less Underwriter's discount on the Notes of ***$***_____), and no accrued interest, all pursuant to the terms and provisions of a Purchase Contract in substantially the form attached hereto as *Exhibit C* which the Mayor or Mayor-Pro Tem, City Manager, or Finance Director (or any person serving or acting in the interim in such capacity) are each hereby individually authorized and directed to execute and deliver. The City Council hereby finds that the terms of sale of the Notes are the most advantageous reasonably available. The City will deliver to the Underwriter an Initial Note in the aggregate principal amount of *$*_____ payable in principal installments on the dates and in the principal amounts shown in Section 2 hereof, and bearing interest at the rates for each respective maturity as shown in Section 3 hereof. The Notes shall initially be registered in the name of **BofA Securities, Inc.**

SECTION 14. APPROVAL OF OFFICIAL STATEMENT. The City Council hereby approves the form and content of the Official Statement relating to the Notes and any addenda, supplement, or amendment thereto, and approves the distribution of the Official Statement in the reoffering of the Notes by the Underwriter in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement for the Notes, dated September 9, 2025 prior to the date hereof is hereby ratified and confirmed. The City Council finds and determines that the Preliminary Official Statement and the Official Statement were and are "deemed final" as of each of their respective dates within the meaning, and for the purpose, of Rule 15c2-12 promulgated under authority granted by the Federal Securities and Exchange Act of 1934.

SECTION 15. AUTHORITY FOR OFFICERS TO EXECUTE DOCUMENTS AND APPROVE CHANGES. The Mayor, Mayor Pro-Tem, City Secretary, City Manager, Deputy City Manager, and Finance Director (or any person serving or acting in the interim in such capacity) of the City, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Notes, the sale of the Notes, the Official Statement, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Notes, the Mayor, Mayor Pro-Tem, City Secretary, City Manager, Finance Director, City Attorney (or any person serving or acting in the interim in such capacity) and Co-Bond Counsel are hereby authorized and directed to approve any technical changes or correction to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Notes by the Attorney General's office. Co-Bond Counsel is further authorized to institute any bond validation suit under Chapter 1205, as amended, Texas Government Code (or any successor statute thereto) related to the Notes while the Notes are outstanding and unpaid. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The Finance Director (or any person serving or acting in the interim in such capacity) of the City is further authorized to pay to the Attorney General of Texas prior to the delivery of the Notes, for the Attorney General's review of the transcript of proceedings related to the Notes, the amount required pursuant to Section 1202.004, Texas Government Code, as amended.

SECTION 16. ORDINANCE A CONTRACT; AMENDMENTS. This Ordinance shall constitute a contract with the Registered Owners of the Notes, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Note remains outstanding except as permitted in this Section. The City may, without the consent of or notice to any Registered Owners, amend, change, or modify this Ordinance as may be required (i) by the provisions hereof, (ii) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein, or (iii) in connection with any other change which is not to the prejudice of the Registered Owners. The City may, with the written consent of the Registered Owners of a majority in aggregate principal amount of the Notes then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Ordinance; provided that without the consent of all of the Registered Owners affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Notes, reduce the principal amount thereof or the rate of interest thereon, (ii) give any preference to any Note over any other Note, (iii) extend any waiver of default to subsequent defaults, or (iv) reduce the aggregate principal amount of Notes required for consent to any such amendment, change, modification, or rescission. Whenever the City shall desire to make any amendment or addition to or rescission of this Ordinance requiring consent of the Registered Owners, the City shall cause

notice of the amendment, addition, or rescission to be sent by first class mail, postage prepaid, to the Registered Owners at the respective addresses shown on the Registration Books. Whenever at any time within one year after the date of the giving of such notice, the City shall receive an instrument or instruments in writing executed by the Registered Owners of a majority in aggregate principal amount of the Notes then outstanding affected by any such amendment, addition, or rescission requiring the consent of the Registered Owners, which instrument or instruments shall refer to the proposed amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the City may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Registered Owner may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

SECTION 17. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Notes, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Notes.

SECTION 18. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"***EMMA***" means the Electronic Municipal Market Access system established and maintained by the MSRB.

"***Financial Obligation***" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"***MSRB***" means the Municipal Securities Rulemaking Board.

"***Rule***" means SEC Rule 15c2-12, as amended from time to time.

"***SEC***" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB through EMMA within six months after the end of each fiscal year ending in or after 2024, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by this Ordinance being the information described in *Exhibit D* hereto. Any

financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in *Exhibit D* hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for such fiscal year within such required time, and (2) audited financial statements for the applicable fiscal year to the MSRB through EMMA when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the date of the new fiscal year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this paragraph (b).

The financial information to be provided pursuant to this paragraph (b) may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC.

(c) Event Notices.

The City shall file notice of the following events with respect to the Notes to the MSRB through EMMA in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB), or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax status of the Notes;

7. Modifications to rights of the holders of the Notes, if material;

8. Note calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Notes, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the City.

13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs 15 and 16 and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Notes within the meaning of the Rule,

except that the City in any event will give notice of any deposit made in accordance with Section 10 of this Ordinance that causes Notes no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Notes, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Notes at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY NOTE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Notes in the primary offering of the Notes in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Notes consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the holders and beneficial owners of the Notes. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Notes in the primary offering of the Notes. If the City so amends the provisions of this Section, it shall include with any amended financial

information or operating data next provided in accordance with paragraph (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(e) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (b) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

SECTION 19. REMEDIES IN EVENT OF DEFAULT. In addition to all the rights and remedies provided by the laws of the State of Texas, it is specifically covenanted and agreed particularly that in the event the City (i) defaults in the payment of the principal, premium, if any, or interest on the Notes, (ii) defaults in the deposits and credits required to be made to the Interest and Sinking Fund, or (iii) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance and the continuation thereof for 30 days after the City has received written notice of such defaults, the Holders of any of the Notes shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies, and the specification of such remedy shall not be deemed to be exclusive.

SECTION 20. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

SECTION 21. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 22. AMENDMENT TO BUDGET. The annual budget for this year is hereby amended to appropriate the proceeds from the Notes for the purposes authorized herein.

SECTION 23. EFFECTIVE DATE. Pursuant to the provisions of Section 1201.028, Texas Government Code, this Ordinance shall become effective immediately after its adoption by the City Council.

FINALLY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS AT A REGULAR MEETING ON THE 15th DAY OF SEPTEMBER, 2025, AT WHICH MEETING A QUORUM WAS PRESENT.

_____
Dr. Victor D. Treviño, Mayor

ATTEST:

_____
Mario I. Maldonado, Jr., City Secretary

APPROVED AS TO FORM:

_____
Doanh "Zone" T. Nguyen, City Attorney

** ** ** ** **

Execution Page to the Ordinance Authorizing the Issuance of
City of Laredo, Texas Tax Notes, Series 2025

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

The Paying Agent/Registrar Agreement is omitted at this point
as it appears in executed form elsewhere in this Transcript of Proceedings.

EXHIBIT B

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Notes, the City's chief executive officer (the "***Responsible Person***"), which currently is the City's Finance Director, will:

(i) instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities financed with the Notes must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Notes will be entered into within six (6) months of the date of delivery of the Notes (the "***Issue Date***");

(ii) monitor that at least 85% of the proceeds of the Notes to be used for the construction, renovation or acquisition of any facilities are expended within three (3) years of the Issue Date;

(iii) restrict the yield of the investments to the yield on the Notes after three (3) years of the Issue Date;

(iv) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Notes does not exceed an amount equal to the debt service on the Notes in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Notes for the immediately preceding 12-month period;

(v) ensure that no more than 50% of the proceeds of the Notes are invested in an investment with a guaranteed yield for 4 years or more;

(vi) maintain any official action of the City (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Notes any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;

(vii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and

(viii) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the Issue Date and (B) within 30 days after the date the Notes are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Notes the Responsible Person will:

(i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;

(ii) monitor whether, at any time the Notes are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;

(iii) monitor whether, at any time the Notes are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);

(iv) monitor whether, at any time the Notes are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;

(v) determine whether, at any time the Notes are outstanding, any person, other than the City, has a naming right for the facilities or any other contractual right granting an intangible benefit;

(vi) determine whether, at any time the Notes are outstanding, the facilities are sold or otherwise disposed of; and

(vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Notes and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Notes. If any portion of the Notes is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Notes. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT C

FORM OF PURCHASE CONTRACT

The Purchase Contract is omitted at this point
as it appears in executed form elsewhere in this Transcript of Proceedings.

EXHIBIT D

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 18 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The annual audited financial statements of the City or the unaudited financial statements of the City in the event audited financial statements are not completed within six months after the end of any fiscal year.

2. Within six months after the end of each fiscal year, all quantitative financial information and operating data with respect to the City of the general type included in the Official Statement under Tables 1 through 6 and 8 through 12.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

City of Laredo

City Council

Meeting Date: 9/15/2025 **First and Final Reading 9.**

SUBJECT
An Ordinance of the City of Laredo, Texas, authorizing the issuance of “City of Laredo, Texas General Obligation Refunding Bonds, Series 2025”, levying a continuing direct annual ad valorem tax, within the limitations prescribed by law, for the payment of the bonds; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the bonds, including the approval and distribution of an official statement pertaining thereto; authorizing the execution of a paying agent/registrar agreement, an escrow and trust agreement, and a forward delivery purchase contract; complying with the letter of representations on file with the depository trust company; and providing an effective date.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City of Laredo is proposing the issuance of several debt instruments to support municipal initiatives. These include Certificates of Obligation, Series 2025; Public Property Finance Contractual Obligations, Series 2025; and Tax Notes, Series 2025, which will fund various capital improvement projects. Additionally, the City plans to issue these General Obligation Refunding Bonds, Series 2025, to refinance existing debt obligations to achieve debt service savings.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approve and adopt the First and Final Reading of this Ordinance.

Fiscal Impact

Fiscal Year:	2025-2026
Budgeted Y/N?:	N
Source of Funds:	GO Refunding Bond Proceeds
Account #:	Various
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Budget for fiscal year 2025-2026 will be amended as necessary to appropriate proceeds and debt service payments. Principal and interest payments will be determined at the time of pricing on September 15, 2025.

ORDINANCE NO. 2025-O-____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS AUTHORIZING THE ISSUANCE OF "CITY OF LAREDO, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2025 (FORWARD DELIVERY)", LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, AN ESCROW AND TRUST AGREEMENT, AND A PURCHASE CONTRACT; COMPLYING WITH THE LETTER OF REPRESENTATIONS ON FILE WITH THE DEPOSITORY TRUST COMPANY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council (the *City Council*) of the City of Laredo, Texas (the *City* or the *Issuer*) has heretofore issued, sold, and delivered, and there are currently outstanding obligations in the aggregate original principal amount of $48,040,000, being the obligations set forth on Schedule I hereto which is incorporated by reference for all purposes to this ordinance (the *Refunded Obligations*); and

WHEREAS, the City Council intends to issue an aggregate principal amount of $_____ in general obligation refunding bonds the proceeds of which will be utilized to provide for (i) refunding a portion of the City's outstanding obligations as further identified in Schedule I hereto for debt service savings, and (ii) paying the costs related to the issuance of the refunding bonds; and

WHEREAS, pursuant to the provisions of Chapter 1207, as amended, Texas Government Code (*Chapter 1207*), the City Council is authorized to issue refunding bonds and deposit the proceeds of sale under an escrow agreement to provide for the payment of the Refunded Obligations, and such deposit, when made in accordance with the Chapter 1207, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207 permits that the deposit of the proceeds from the sale of the refunding bonds be deposited directly with any designated escrow agent which is not the depository bank of the City; and

WHEREAS, when firm banking arrangements have been made for the payment of principal of and interest to the stated maturity or redemption dates of the Refunded Obligations, then the Refunded Obligations shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose and may not be included in or

considered to be an indebtedness of the City for the purpose of a limitation on outstanding indebtedness or taxation or for any other purpose; and

WHEREAS, The Bank of New York Mellon Trust Company, N.A., currently serves as the paying agents for the Refunded Obligations; and

WHEREAS, The Bank of New York Mellon Trust Company, N.A., _____, is hereby appointed as the Paying Agent and the Escrow Agent (hereinafter defined) for the Bonds (hereafter defined); and

WHEREAS, the City Council also hereby finds and determines that the Refunded Obligations are scheduled to mature or are subject to being redeemed, not more than twenty (20) years from the date of the general obligation refunding bonds herein authorized and being issued to restructure the City's debt service and associated tax rates in the coming years, and such refunding will result in a net present value savings of $_____ (or _.___%), and a gross savings of $_____; and

WHEREAS, the City is an "Issuer" under Section 1371.001(4)(A), Texas Government Code (together with Chapter 1207, the *Act*), being a home-rule municipality that: (i) adopted its charter under Section 5, Article XI, Texas Constitution; (ii) has a population of 50,000 or more; and (iii) has outstanding long-term indebtedness that is rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for a long-term obligation; and

WHEREAS, the City Council hereby finds and determines that the issuance of general obligation refunding bonds for the purpose of refunding the Refunded Obligations is in the best interests of the residents of the City, now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS THAT:

SECTION 1. Authorization - Designation - Principal Amount - Purpose. General obligation refunding bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount of _____ AND NO/100 DOLLARS ($_____), to be designated and bear the title of "CITY OF LAREDO, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2025 (FORWARD DELIVERY)" (the *Bonds*), for the purpose of providing funds for the (i) discharge and final payment of the Refunded Obligations for debt service savings, and (ii) payment of the costs of issuance of the Bonds, all in conformity with the laws of the State of Texas, particularly the Act, this ordinance adopted by the City Council on September 15, 2025, and the City's Home Rule Charter.

SECTION 2. Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Dated Date. The Bonds shall be issued as fully registered obligations, without coupons, shall be dated October 1, 2025 (the *Dated Date*), and shall generally be in denominations of $5,000 or any integral multiple thereof, and the Bonds shall be lettered "R" and numbered consecutively from One (1) upward, and principal shall become due and payable on February 15 in each of the years and in principal amounts (the *Stated Maturities*) and bear interest on the unpaid

principal amounts from the Closing Date, or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rates, while Outstanding, in accordance with the following schedule:

Years of Stated Maturity	Principal Amounts ($)	Interest Rates (%)
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		

The Bonds shall bear interest on the unpaid principal amounts from the Closing Date (currently scheduled for November 20, 2025), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year (each, an *Interest Payment Date*), commencing February 15, 2026 while the Bonds are Outstanding.

SECTION 3. Payment of Bonds - Paying Agent/Registrar.

The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of, premium, if any, and interest on the Bonds shall be without exchange or collection charges to the Holder (as hereinafter defined) of the Bonds.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., _____ (the *Paying Agent/Registrar*) to serve as the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed, and the City agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit A hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The City covenants to maintain and provide a Paying Agent/Registrar at all times while the Bonds are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be

subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

The City reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or ordinance terminating such agency. Additionally, the City agrees to promptly cause a written notice of this substitution to be sent to each Holder of the Bonds by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, or otherwise, shall be payable only to the registered owner of the Bonds appearing on the Security Register (the *Holder* or *Holders*) maintained on behalf of the City by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest on the Bonds, (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof at the Bonds' Stated Maturity, and (iii) on any other date for any other purpose. The City and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the last business day of the month next preceding an Interest Payment Date for the Bonds (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of a Bond appearing on the Security Register at the close of business on the last business day of the month next preceding the date of mailing of such notice.

SECTION 4. Redemption.

A. [Mandatory Redemption of Term Bonds. The Bonds stated to mature on March 1, 20__ and March 1, 20__ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on March 1 in each of the years as set forth below:

Term Bonds Stated to Mature on Feb. 15, 20__		Term Bonds Stated to Mature on Feb. 15, 20__	
Year	Principal Amount ($)	Year	Principal Amount ($)
20__		20__	
20__		20__	
20__*		20__*	

* Stated Maturity

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds of such Stated Maturity which, at least 50 days prior to the mandatory redemption date (1) shall have been defeased or acquired by the Issuer and delivered to the Paying Agent/Registrar for cancellation (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.]

B. Optional Redemption of Bonds. [The Bonds are not subject to optional redemption prior to Stated Maturity] or [The Bonds maturity on February 15, 20___ shall be subject to redemption prior to Stated Maturity, at the option of the City, on February 15, 20___ or on any date thereafter, in whole or in part, in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the City to exercise the right to redeem the Bonds shall be entered in the minutes of the Board of the City.

C. Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by $5,000.

D. Notice of Redemption. Not less than thirty (30) days prior to the redemption date for the Bonds, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the City and at the City's expense, by the Paying Agent/Registrar to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the time such notice of redemption is mailed, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited *to The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as hereinabove provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Bond (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Bonds shall not be deemed to be Outstanding.]

E. Transfer/Exchange of Bonds. Neither the City nor the Paying Agent/Registrar shall be required (i) to transfer or exchange any Bond during a period beginning forty-five (45) days prior to the date fixed for redemption of the Bonds, or (ii) to transfer or exchange any Bond selected for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond which is subject to redemption in part.

SECTION 5. Execution - Registration. The Bonds shall be executed on behalf of the City by its Mayor or Mayor Pro Tem under the seal of the City reproduced or impressed thereon and attested by its City Secretary. The signature of any of said officers on the Bonds may be manual,

electronic, or facsimile. Bonds bearing the manual, electronic, or facsimile signatures of individuals who were, at the time of the Dated Date, the proper officers of the City shall bind the City, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Bonds to the Purchasers (hereinafter defined), all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual, facsimile, or electronic signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual, facsimile, or electronic signature, and either such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified or registered and delivered.

SECTION 6. Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Bonds, or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond at the corporate trust office of the Paying Agent/Registrar, the City shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute, and the Paying Agent/Registrar shall register and deliver, the Bonds to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered upon such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 17 in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 7. Initial Bond. The Bonds herein authorized shall be initially issued as either a single fully registered Bond in the aggregate principal amount of $_____ with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as one (1) fully registered Bond for each year of Stated Maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (the *Initial Bond*), and the Initial Bond shall be registered in the name of the Purchasers or the designee thereof. The Initial Bond shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts bearing applicable interest rates, and shall be lettered "R" and numbered consecutively from one (1) upward for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8. Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured and identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the City or determined by the officers executing the Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bond submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

B. Form of Definitive Bond.

REGISTERED
NO. R-___

REGISTERED PRINCIPAL
AMOUNT
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF WEBB
CITY OF LAREDO, TEXAS
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2025 (FORWARD DELIVERY)

Dated Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
October 1, 2025			

REGISTERED OWNER: _____

PRINCIPAL AMOUNT _____

The City of Laredo, Texas (the *City*), a body corporate and a municipal corporation in the County of Webb, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above (or so much as shall not have been paid upon prior redemption), the Principal Amount specified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on the unpaid Principal Amount hereof from the Closing Date (currently scheduled for November 20, 2025), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity, while Outstanding, at the per annum rate of interest specified above; such interest being payable on February 15 and August 15 of each year (each, an *Interest Payment Date*), commencing February 15, 2026.

Principal and premium, if any, on this Bond shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense. This Bond is one of the series specified in its title issued in the aggregate principal amount of $_____ (the *Bonds*) pursuant to an ordinance adopted by the governing body of the City (the *Ordinance*), for the purpose of providing

funds for the (i) discharge and final payment of the Refunded Obligations for debt service savings, and (ii) payment of the costs of issuance of the Bonds, under and in strict conformity with the laws of the State of Texas, including Chapter 1207, as amended, Texas Government Code, and the City's Home Rule Charter.

[As specified in the Ordinance, the Bonds stated to mature on February 15, 20__ and February 15 15, 20__ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on March 1 in each of the years as set forth below:

Term Bonds Stated to Mature on Feb. 15, 20__		Term Bonds Stated to Mature on Feb. 15, 20__	
Year	Principal Amount ($)	Year	Principal Amount ($)
20__		20__	
20__		20__	
20__		20__	

* Stated Maturity

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds of such Stated Maturity which, at least 50 days prior to the mandatory redemption date (1) shall have been defeased or acquired by the Issuer and delivered to the Paying Agent/Registrar for cancellation (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.]

[As stated in the Ordinance, the Bonds stated to mature on and after February 15, 20__ may be redeemed prior to their Stated Maturities, at the option of the Issuer, on February 15, 20__, or on any date thereafter, in whole or in part, in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption; provided, however, that at least thirty (30) days' prior written notice shall be sent to the Holder of the Bonds to be redeemed by United States mail, first-class postage prepaid, and subject to the terms and provisions relating thereto contained in the Ordinance. If this Bond is subject to redemption prior to Stated Maturity and is in a denomination in excess of $5,000, portions of the principal sum hereof in installments of $5,000 or any integral multiple thereof may be redeemed and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Bond to the Paying

Agent/Registrar at its corporate trust office, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided in the Ordinance for the then unredeemed balance of the principal sum hereof.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption has been duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Bond is called for redemption, in whole or in part, the Issuer or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.]

//OR//

[This Bond is not subject to redemption prior to stated maturity.]

Reference is hereby made to the Ordinance, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of the Bonds; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Ordinance. Capitalized terms used herein without definition have the same meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Bond as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity and on any other date as the owner hereof for all other purposes, and neither the City nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the

Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Bond in order to render the same a legal, valid, and binding obligation of the City have been performed, exist, and have been done, in regular and due time, form, and manner, as required by the laws of the State of Texas and the Ordinance, and that the issuance of the Bonds does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Bonds by the levy of a tax as aforestated. In case any provision in this Bond or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City has caused this Bond to be duly executed under its official seal.

CITY OF LAREDO, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(CITY SEAL)

[The remainder of this page intentionally left blank]

C. *Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Bond Only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF PUBLIC ACCOUNTS	§	
	§	
	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this_____

_____
Acting Comptroller of Public Accounts
of the State of Texas

(SEAL)

* Note to Printer: Not to Print on Definitive Bonds

D. Form of Registration Certificate of Paying Agent/Registrar to Appear on Definitive Bonds Only.

REGISTRATION CERTIFICATE OF PAYING
AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Ordinance; the Bond or Bonds of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., _____,
as Paying Agent/Registrar

By:_____
Authorized Signature

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee):

_____

_____

(Social Security or other identifying number):

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED _____

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed:

_____

F. The Initial Bond shall be in the form set forth in paragraph B of this Section, except that the form of the single fully registered Initial Bond shall be modified as follows:

(i) immediately under the name of the Bond the headings "Interest Rate" and "Stated Maturity" shall both be completed "as shown below";

(ii) the first two paragraphs shall read as follows:

The City of Laredo, Texas (the *City*), a body corporate and municipal corporation in the County of Webb, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above stated to mature on the 15th day of February in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

Years of Stated Maturity	Principal Amounts ($)	Interest Rates (%)

(Information to be inserted from schedule in Section 2 hereof.)

and to pay interest on the unpaid Principal Amount hereof from the Closing Date (currently scheduled for November 20, 2025), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year (each, an *Interest Payment Date*), commencing February 15, 2026.

Principal of this Bond shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender to Stated Maturity, while Outstanding, at the corporate trust office of The Bank of New York Mellon Trust Company, N.A., _____ (the *Paying Agent/Registrar*) (provided, however, with respect to principal payments prior to the final Stated Maturity, the Bonds need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

G. Insurance Legend. If bond insurance is obtained by the City or the Purchasers for the Bonds, the Definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the insurer.

SECTION 9. Definitions. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 21 and 37 of this Ordinance have the meanings assigned to them in such Sections, and all such terms include the plural as well as the singular; (ii) all references in this Ordinance to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iii) the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Officials* shall mean the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, Assistant City Manager, City Secretary, or the Finance Director, or any person serving in an interim or acting capacity in the indicated position.

B. The term *Bond Fund* shall mean the special fund created and established by the provisions of Section 10 of this Ordinance.

C. The term *Bonds* shall mean the $_____ "CITY OF LAREDO, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2025 (FORWARD DELIVERY)" authorized by this Ordinance.

D. The term *City* shall mean City of Laredo, located in the County of Webb, Texas and, where appropriate, the City Council of the City.

E. The term *Closing Date* shall mean the date of physical delivery of the Initial Bond in exchange for the payment in full by the Purchasers.

F. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions, if any, applicable thereto.

G. The term *Depository* shall mean an official depository bank of the City.

H. The term *Defeasance Securities,* as used herein, shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

I. The term *Holder* or *Holders* shall mean the registered owner, whose name appears in the Security Register, for any Bond.

J. The term *Interest Payment Date* shall mean the date interest is payable on the Bonds, being February 15 and August 15 of each year, commencing February 15, 2026, while any of the Bonds remain Outstanding.

K. The term *Ordinance* shall mean this ordinance adopted by the City Council of the City on September 15, 2025.

L. The term *Outstanding* when used in this Ordinance with respect to Bonds shall mean, as of the date of determination, all Bonds issued and delivered under this Ordinance, except:

(1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds for which payment has been duly provided by the City in accordance with the provisions of Section 23 of this Ordinance; and

(3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 17 of this Ordinance.

M. The term *Purchasers* shall mean the initial purchasers of the Bonds named in Section 18 of this Ordinance.

N. The term Refunding Candidates shall mean:

(1) "City of Laredo, Texas Combination Tax and Revenue Certificates of Obligation, Series 2014", dated October 1, 2014, in the original amount of $5,600,000;

(2) "City of Laredo, Texas Combination Tax and Revenue Certificates of Obligation, Series 2015", dated September 1, 2015, in the original amount of $19,765,000;

(3) "City of Laredo, Texas General Obligation Refunding Bonds, Series 2015", dated April 15, 2015, in the original amount of $64,740,000;

(4) "City of Laredo, Texas General Obligation Refunding Bonds, Series 2016", dated February 15, 2016, in the original amount of $54,545,000; and

(5) "City of Laredo, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016A", dated August 15, 2016, in the original amount of $22,610,000.

Any other outstanding general or special obligation of the City hereinafter identified and selected by an Authorized Official as a candidate presenting an opportunity advantageous to the City and its residents.

O. The term *Stated Maturity* shall mean the annual principal payments of the Bonds payable on February 15 of each year, as set forth in Section 2 of this Ordinance.

SECTION 10. Bond Fund; Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Bonds, there shall be and is hereby created a special fund to be designated "CITY OF LAREDO, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2025 (FORWARD DELIVERY) INTEREST AND SINKING FUND" (the *Bond Fund*), which fund shall be kept and maintained at the Depository, and money deposited in such fund shall be used for no other purpose and shall be maintained as provided in Section 21. Authorized Officials of the City are hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the purchase price or amount of principal of, premium, if any, and interest on the Bonds as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Bonds.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund created and established pursuant to the provisions of this Ordinance, at the option of the City, may be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from such fund will be available at the proper time or times. All interest and income derived from deposits and investments in such fund shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

SECTION 11. Tax Levy. To provide for the payment of the Debt Service Requirements on the Bonds being (i) the interest on the Bonds and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Bonds or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property in the City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Bond Fund and are thereafter pledged to the payment of the Bonds. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully

sufficient to pay such Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the City.

SECTION 12. Deposits to Bond Fund; Surplus Bond Proceeds. The City hereby covenants and agrees to cause to be deposited in the Bond Fund prior to a principal and interest payment date for the Bonds, from the annual levy of an ad valorem tax or from other lawfully available funds, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Promises as the same accrues or matures or comes due by reason of Stated Maturity.

Any taxes collected pertaining to the Refunded Obligations, after the Closing Date, shall be deposited to the Bond Fund. In addition, any surplus proceeds from the sale of the Bonds, including investment income thereon, not expended for authorized purposes shall be deposited in the Bond Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said fund from ad valorem taxes.

SECTION 13. Security of Funds. All money on deposit in the funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

SECTION 14. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Bond Fund or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Holders of any of the Bonds shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 15. Notices to Holders; Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either

before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 16. Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the City.

SECTION 17. Mutilated, Destroyed, Lost, and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond or payment in lieu thereof, under this Section, the City may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses and charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 18. Sale of Bonds at a Negotiated Sale – Authorization of the Purchase Contract - Approval of the Official Statement - Use of Proceeds. The Bonds authorized by this Ordinance are hereby sold by the Issuer to ***BofA Securities, Inc.*** as the authorized representative of a group of underwriters at a negotiated sale (the *Purchasers,* having all the rights, benefits, and obligations of a Holder) in accordance with the provisions of a Purchase Contract (the *Purchase Contract*),

dated September 15, 2025, attached hereto as Exhibit B and incorporated herein by reference as a part of this Ordinance for all purposes, at the price of par, plus a [net] reoffering premium of $_____, less the Purchasers' compensation of $_____) and no accrued interest to the date of initial delivery of the Bonds to the Purchasers is hereby approved and confirmed. The Initial Bond shall be registered in the name of ***BofA Securities, Inc.*** The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the Issuer. Any Authorized Official is hereby authorized and directed to execute the Purchase Contract for and on behalf of the Issuer and as the act and deed of the City Council, and in regard to the approval and execution of the Purchase Contract, the City Council hereby finds, determines and declares that the representations, warranties, and agreements of the Issuer contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the Issuer. Delivery of the Bonds to the Purchasers shall occur as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of the Purchase Contract.

Furthermore, the Issuer hereby ratifies, confirms, and approves in all respects (i) the Issuer's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined), and (ii) the use and distribution of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale, referenced in the Purchase Contract (together with such changes approved by a Pricing Officer), shall be and is hereby in all respects approved, and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated _____ __, 2025, in the reoffering, sale and delivery of the Bonds to the public. The Mayor and City Secretary of the Issuer are further authorized and directed to manually execute and deliver for and on behalf of the Issuer copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the Governing Body and constitute the Official Statement authorized for distribution and use by the Purchasers. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

Proceeds from the sale of the Bonds shall be applied as follows:

A. The Issuer received a [net] reoffering premium from the sale of the Bonds of $_____, which is hereby allocated by the Issuer in the following manner: (i) $_____ shall be used to pay costs of issuance and contingency amount; (ii) $_____ shall be used to pay the Underwriters' discount; and (iii) $_____ shall be deposited into the hereinafter defined Escrow Fund to provide for the refunding of the Refunded Obligations as described in subsection B below.

B. $_____ (representing $_____ of principal and $_____ of the [net] reoffering premium allocated to the refunding of the Refunded Obligations as described in subsection A above) shall be deposited and expended pursuant to the Agreement (hereinafter defined).

SECTION 19. Escrow and Trust Agreement, Approval and Execution, Proceeds of Sale, Contribution by the City. The Escrow and Trust Agreement dated as of September 15, 2025 to be effective upon the initial delivery of the Bonds to the Purchasers (the *Escrow Agreement*) between the City and The Bank of New York Mellon Trust Company, N.A., _____ (the *Escrow Agent*), attached hereto as Exhibit C and incorporated herein by reference as a part of this Ordinance for all purposes, is hereby approved as to form and content, and such Escrow Agreement in substantially the form and substance attached hereto, together with such changes or revisions as may be necessary to accomplish the refunding or benefit the City, is hereby authorized to be executed by an Authorized Official on behalf of the City and as the act and deed of this City Council; and such Escrow Agreement as executed by said officials shall be deemed approved by the City Council and constitute the Escrow Agreement herein approved.

Furthermore, any Authorized Official and Bond Counsel in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the Escrowed Securities referenced in the Escrow Agreement and the initial delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "CITY OF LAREDO, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2025 (FORWARD DELIVERY) ESCROW FUND" (the *Escrow Fund*), including the execution of the subscription forms for the purchase and issuance of the "United States Treasury Securities - State and Local Government Series", if any, for deposit to the Escrow Fund; all as contemplated and provided by the provisions of the Act, this Ordinance, and the Escrow Agreement.

Immediately following the delivery of the Bonds, the proceeds of sale thereof, along with a cash contribution, if any, from the City (less certain costs of issuance and accrued interest received from the Purchasers of the Bonds), shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Escrow Agreement. The proceeds of sale of the Bonds not so deposited with the Escrow Agent for the refunding of the Refunded Obligations shall be disbursed for payment of costs of issuance and deposited with the place of payment of the Refunded Obligations in an account in the name of the City and applied for the purposes of providing for the payment of the costs and expenses incurred in connection therewith or deposited in the Bond Fund for the Bonds, all in accordance with written instructions from any Authorized Official.

SECTION 20. Redemption of Refunded Obligations. The Refunded Obligations referenced in the preamble hereof become subject to redemption prior to their stated maturities at the price of par, premium, if any, and accrued interest to the date of redemption. The Mayor or City Secretary shall give written notice to the paying agent/registrar for the Refunded Obligations and the Escrow Agent that the Refunded Obligations have been called for redemption, and the City Council orders that such obligations are called for redemption on the date set forth on Schedule I attached to this Ordinance, and such order to redeem the Refunded Obligations on such date shall be irrevocable upon the delivery of the Bonds. A copy of the notice of redemption pertaining to the Refunded Obligations is attached to this Ordinance as Exhibit D and is incorporated herein by reference for all purposes. The paying agent for the Refunded Obligations is authorized and instructed to provide the notice of this redemption to the holders of the Refunded Obligations in the form and manner described in the ordinance authorizing the issuance of the Refunded Obligations.

SECTION 21. Covenants to Maintain Tax-Exempt Status.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the *Code*), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to establish reasonable expectations to prevent using the proceeds of the Bonds in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds).

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds and any replacement funds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs any member of the City Council and any Authorized Official to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer,

which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the *Project*) on its books and records in accordance with the requirements of the Internal Revenue Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(g) Written Procedures. Unless superseded by another action of the Issuer, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City Council hereby adopts and establishes the instructions attached hereto as Exhibit G as the Issuer's written procedures.

SECTION 22. Control and Custody of Bonds. The Mayor shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Bonds pending their approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery of the Bonds to the Purchasers.

Furthermore, any Authorized Official, either or all, are hereby authorized and directed to furnish and execute such documents relating to the City and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the City's financial advisors, Bond

Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 23. Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof on or prior to Stated Maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Defeasance Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Defeasance Securities mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, at the Stated Maturity thereof. In the event of a defeasance of the Bonds, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent accounting firm, or another qualified third party concerning the deposit of cash and/or Defeasance Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. As and to the extent applicable, if at all, the City covenants that no deposit of money or Defeasance Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 21 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Defeasance Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Bonds, such money was deposited and is held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notice that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Bonds, after taking the

redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

SECTION 24. Printed Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of McCall, Parkhurst & Horton L.L.P., Austin, Texas, as Bond Counsel, approving certain legal matters as to the Bonds, said opinion to be dated and delivered as of the date of initial delivery and payment for such Bonds. Printing of a true and correct copy of said opinion on the reverse side of each of the Bonds, with appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City is hereby approved and authorized.

SECTION 25. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the City nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 26. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 27. Ordinance a Contract; Amendments - Outstanding Bonds. The City acknowledges that the covenants and obligations of the City herein contained are a material inducement to the purchase of the Bonds. This Ordinance shall constitute a contract with the Holders from time to time, shall be binding on the City and its successors and assigns, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided; however, that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 28. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, Bond Counsel, Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, Bond Counsel, the Paying Agent/Registrar, and the Holders.

SECTION 29. Inconsistent Provisions. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to

the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 30. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 31. Governing Law. This Ordinance shall be construed and enforced m accordance with the laws of the State of Texas and the United States of America.

SECTION 32. Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 33. Authorization of Paying Agent/Registrar Agreement. The City Council of the City hereby finds and determines that it is in the best interest of the City to authorize execution of, and hereby authorized an Authorized Official to execute, a Paying Agent/Registrar Agreement concerning the payment, exchange, registration, and transferability of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Ordinance.

SECTION 34. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 35. Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the City or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

SECTION 36. No Recourse Against City Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bond.

SECTION 37. Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

EMMA means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) http://www.emma.msrb.org.

MSRB means the Municipal Securities Rulemaking Board.

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

Undertaking means the City's continuing disclosure undertaking, described in Paragraphs B through E below, hereunder accepted and entered into by the City for the purpose of compliance with the Rule.

B. Annual Reports.

The City shall file annually with the MSRB, within six months after the end of each fiscal year ending in or after 2025, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 18 of this Ordinance being the information described in Exhibit F hereto and if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit F hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements becomes available. Under current Texas law, including, but not limited to, Chapter 103, as amended, Texas Local Government Code, the City must have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit.

If the City changes its fiscal year, it will file notice thereof with the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

C. Notice of Certain Events.

The City shall file notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of holders of the Bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing payment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;

(15) Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer, and (b) the Issuer intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection B of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format – Incorporation by Reference.

The City information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document

(including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

SECTION 38. Book-Entry Only System.

The Bonds shall initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto *(DTC),* as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bond described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The City and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit E (the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

In the event that (a) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the City determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the City, or such depository's agent or designee, and if the City and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or

names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 39. Further Procedures. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Purchase Contract, the Official Statement, and the Escrow Agreement. In addition, prior to the initial delivery of the Bonds, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. Bond Counsel is further authorized to institute any bond validation suit under Chapter 1205, as amended, Texas Government Code (or any successor statute thereto) related to the Bonds while the Bonds are outstanding and unpaid In case any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 40. City's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the City hereby consents to and authorizes any Authorized Official, Bond Counsel to the City, and/or Financial Advisor to the City to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

SECTION 41 Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 42. Effective Date. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption, notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

* * *

FINALLY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS AT A REGULAR MEETING ON THE 15th DAY OF SEPTEMBER, 2025, AT WHICH MEETING A QUORUM WAS PRESENT.

_____
Dr. Victor D. Treviño, Mayor

ATTEST:

_____
Mario I. Maldonado, Jr., City Secretary

APPROVED AS TO FORM:

_____
Doanh "Zone" T. Nguyen, City Attorney

INDEX TO SCHEDULE AND EXHIBITS

Schedule I..... Table of Refunded Obligations
Exhibit A ..... Paying Agent/Registrar Agreement
Exhibit B ..... Bond Purchase Agreement
Exhibit C ..... Escrow and Trust Agreement
Exhibit D ..... Notices of Redemption
Exhibit E ..... DTC Letter of Representations
Exhibit F..... Description of Annual Financial Information
Exhibit G ..... Written Procedures – Compliance with Federal Tax Covenants

Schedule I

Refunded Obligations

"City of Laredo, Texas Combination Tax and Revenue Certificates of Obligation, Series 2014", dated October 1, 2014, in the original amount of $5,600,000;

"City of Laredo, Texas Combination Tax and Revenue Certificates of Obligation, Series 2015", dated September 1, 2015, in the original amount of $19,765,000;

"City of Laredo, Texas General Obligation Refunding Bonds, Series 2015", dated April 15, 2015, in the original amount of $64,740,000;

"City of Laredo, Texas General Obligation Refunding Bonds, Series 2016", dated February 15, 2016, in the original amount of $54,545,000; and

"City of Laredo, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016A", dated August 15, 2016, in the original amount of $22,610,000.

EXHIBIT A

Paying Agent/Registrar Agreement

See Tab No. 2

EXHIBIT B

Bond Purchase Agreement

See Tab No. 7

EXHIBIT C

Escrow and Trust Agreement

See Tab No. 3

EXHIBIT D

Notices of Redemption

See Tab No. 14

EXHIBIT E

DTC Letter of Representations

See Tab No. 4

EXHIBIT F

Description of Annual Financial Information

The following information is referred to in Section 37 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The annual audited financial statements of the City or the unaudited financial statements of the City in the event audited financial statements are not completed within six months after the end of any fiscal year.

2. All quantitative financial information and operating data with respect to the City of the general type included in the Official Statement under Tables 1 through 5 and 7 through 13.

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

EXHIBIT G

Written Procedures Relating to
Continuing Compliance with Federal Tax Covenants

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds, the City's Chief Financial Officer (the *Responsible Person*), which currently is the Finance Director, will:

(i) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a higher yield than the yield on the Bonds does not exceed an amount equal to the debt service on the Bonds in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Bonds for the immediately preceding 12-month period;

(ii) monitor the actions of the Escrow Agent to ensure compliance with the applicable provisions of the Escrow Agreement, including with respect to reinvestment of cash balances;

(iii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and

(iv) assure that unless excepted from rebate and yield restriction under Section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A at least every 5 years after the date of deliver of the Bonds (the *Issue Date*), and (B) within 30 days after the date the Bonds are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds, the Responsible Person will:

(i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended

(ii) monitor whether, at any time the Bonds are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management, or other service agreement) with respect to any portion of the facilities;

(iii) monitor whether, at any time the Bonds are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);

(iv) monitor whether, at any time the Bonds are outstanding, any person other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;

(v) determine whether, at any time the Bonds are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;

(vi) determine whether, at any time the Bonds are outstanding, the facilities are sold are otherwise disposed of; and

(vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Bonds and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Bonds. If any portion of the Bonds is refunded with the proceeds of another series of tax-exempt obligations, such records will be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Bonds. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

City of Laredo

City Council

Meeting Date: 9/15/2025 **Final Readings 10.**

SUBJECT
An Ordinance of the City Council of the City of Laredo, Texas, authorizing the City Manager to amend the City of Laredo FY2025 Capital Grant Fund to appropriate revenues and expenses in the amount of $5,000,000 for the Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant for the Downtown Laredo Rail Corridor Safety Planning Project. The project is a highway-rail grade crossing improvement project to support planning activities for 31 at-grade crossings. The project includes development of construction documents to include installation, repair or improvement of grade separations, railroad crossing signals, gates and related technologies, highway traffic signalization, highway lighting and crossing approach signage, roadway improvements such as medians or other barriers, railroad crossing panels and surfaces and safety engineering improvements to reduce risk. The project includes two (2) grade separations, five (5) crossing closures, nine (9) crossing signal installations and roadway improvements including medians, and fifteen (15) roadway-only improvements. Funding is available in the Capital Grants Fund.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

The project directly supports the following goals and priorities of the **Viva Laredo Comprehensive Plan (2017)**:

1. Transportation Safety and Efficiency

Relevance:

- Improves safety at high-risk crossings.
- Reduces traffic delays and enhances emergency response access.

2. Sustainable Infrastructure Investment

Relevance:

- Leverages federal funding for long-term infrastructure planning.

- Supports resilient, modern transportation systems.

3. Downtown Revitalization

Relevance:

- Enhances safety and accessibility in Downtown Laredo.
- Supports economic development and pedestrian-friendly design.

4. Public Health and Safety

Relevance:

- Reduces risk of rail-related accidents.
- Improves conditions for all road users, including pedestrians and cyclists.

Summary of alignment:
This ordinance demonstrates **strong alignment** with multiple goals and policies in the Viva Laredo Comprehensive Plan. It directly supports the development of **Transportation Safety and Efficiency, Sustainable Infrastructure Investment, Downtown Revitalization, Public Health and Safety, and Intergovernmental Collaboration.** By aligning federal funding through FRA with Private Partnership Funding from CPKC railroad, the project exemplifies a multi-tiered approach to strategic capital improvement. It intersects broader planning themes of **mobility, sustainability, safety, and economic development**, making this a model project for implementation under the Comprehensive Plan.

PREVIOUS COUNCIL ACTION
On May 19th, 2025, City Council approved Resolution 2025-R-142 authorizing the City Manager to ratify acceptance of a private partnership funding agreement in the amount of $1,000,000.00 from the Texas Mexican railway company (“TM”), a Texas statutory corporation, and the Kansas City Southern Railway company (“KCRS”), a Missouri corporation qualified to do business in Texas. (TM and KCRS together referred to herein as “CPKC’). This funding represents the 20% non-federal match for a US DOT - FRA CRISI Grant in the amount of $4,000,000.00 [80%] for a total project cost of $5,000,000.00.

On October 17th, 2022, City Council approved Resolution 2022-R-178 authorizing the interim City Manager to submit a grant application in partnership with the Kansas City Southern Railway Company in the amount not to exceed $ 4,000,00 to the U.S. DOT - FRA, under the CRISI grant for the purpose of funding the preliminary planning, engineering and other work required for the subsequent applications for the grade crossing and grade separation improvements and authorizing participation via private partnership match by KCS in the amount of $ 1,000,000 as required; if

awarded; and providing for an effective date.

BACKGROUND
The City submitted the application for FRA CRISI funding consideration for the Downtown Laredo Rail Corridor Safety Planning Project. The project was selected for funding by the FRA on January 3, 2025. The City of Laredo serves as the local government sponsor for the project. Matching funds will be allocated from CPKC Railroad.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Capital Grants
Account #:	Various
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Revenues:
Federal Railroad Admin. $ 4,000,000 - Account #458-9853-322-2006
CPKC Railroad $ 1,000,000 - Account #458-9853-327-9063

Expenses:
Project Engineer Fees $ 5,000,000 - Account #458-9853-533-5512

ORDINANCE NO. 2025-O-174

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING THE FY2025 CAPITAL GRANT FUND TO APPROPRIATE REVENUES AND EXPENSES IN THE AMOUNT OF $5,000,000.00 FOR THE FEDERAL RAILROAD ADMINISTRATION (FRA) CONSOLIDATED RAIL INFRASTRUCTURE AND SAFETY IMPROVEMENTS (CRISI) GRANT FOR THE DOWNTOWN LAREDO RAIL CORRIDOR SAFETY PLANNING PROJECT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, on May 19, 2025, the City Council of the City of Laredo approved Resolution No. 2025-R-142 which authorized City Manager to ratify acceptance of a private partnership funding agreement in the amount of $1,000,000 from the Texas Mexican railway company ("TM"), a Texas statutory corporation, and the Kansas City Southern Railway company ("KCRS"), a Missouri corporation qualified to do business in Texas (TM and KCRS together referred to herein as "CPKC'). This funding represents the 20% non-federal match for a US Department of Transportation Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant in the amount of $ 4,000,000 (80%) for a total project cost of $ 5,000,000.

WHEREAS, the City partnered with CPKC in the submission of a grant application to the US Department of Transportation Federal Railroad Administration Consolidated Rail Infrastructure and Safety Improvements Grant to seek federal assistance to fund engineering and other work required for the grade crossing and grade separation improvements in Laredo to ensure timely completion of the project; and

WHEREAS,; CPKC will fund the twenty (20) percent [$1,000,000] non-federal match for the US department of transportation federal railroad administration consolidated rail infrastructure and safety improvements grant; and

WHEREAS, FRA will fund the eighty (80) percent [$4,000,000] federal match for the US department of transportation federal railroad administration consolidated rail infrastructure and safety improvements grant; and

WHEREAS, the City now weeks to accept and appropriate the $5,000,000.00 for the Consolidated Rail Infrastructure and Safety Improvements Grant.

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

Section 1. The City Council hereby amends the FY 2025 Capital Grant Fund and accepts the $5,000,000.00 provided by the Federal Railroad Administration Consolidated Rail Infrastructure and Safety Improvements Grant.

Section 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo,

Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. 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 4. This Ordinance shall become effective immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF_____2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTESTED:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

RESOLUTION 2025-R-142

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS AUTHORIZING THE CITY MANAGER TO RATIFY ACCEPTANCE OF A PRIVATE PARTNERSHIP FUNDING AGREEMENT IN THE AMOUNT OF $ 1,000,000 FROM THE TEXAS MEXICAN RAILWAY COMPANY ("TM"), A TEXAS STATUTORY CORPORATION, AND THE KANSAS CITY SOUTHERN RAILWAY COMPANY ("KCSR"), A MISSOURI CORPORATION QUALIFIED TO DO BUSINESS IN TEXAS (TM AND KCSR TOGETHER REFERRED TO HEREIN AS "CPKC').

Whereas, the City Manager is authorized to approve Private Partnership Agreements on behalf of the of City of Laredo; and

Whereas, the City partnered with CPKC in the submission of a grant application to the US Department of Transportation Federal Railroad Administration Consolidated Rail Infrastructure and Safety Improvements Grant to seek federal assistance to fund engineering and other work required for the grade crossing and grade separation improvements in Laredo to ensure timely completion of the project; and

Whereas, CPKC will fund the twenty (20) percent [$ 1,000,000] non-federal match for the US department of transportation federal railroad administration consolidated rail infrastructure and safety improvements grant in the amount of $ 4,000,000, and

Whereas, the execution of this Financial Agreement is needed to advance the awarding of the Federal Railroad Administration Grant.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: Authorizing the City Manager to execute this Financial Agreement with CPKC for the purpose of providing the non-federal match of said grant and for the purpose of submittal to the Federal Railroad Administration to further the awarding of this grant.

Section 3: This Resolution shall take effective immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS __19th_____DAY OF ___May_____ ,2025.

DR. VICTOR D. TREVIÑO, MAYOR

ATTEST:

MARIO MALDONADO JR., CITY SECRETARY

APPROVED AS TO FORM:

BY: for

DOANH "ZONE" T. NGUYEN, CITY ATTORNEY

City of Laredo

Legislation Details (With Text)

File #:	2025-R-142 **Version:** 1		
Type:	Resolution	**Status:**	Agenda Ready
File created:	5/6/2025	**In control:**	City Council
On agenda:	5/19/2025	**Final action:**	
Title:	Authorizing the City Manager to ratify acceptance of a private partnership funding agreement in the amount of $1,000,000.00 from the Texas Mexican railway company ("TM"), a Texas statutory corporation, and the Kansas City Southern Railway company ("KCRS"), a Missouri corporation qualified to do business in Texas (TM and KCRS together referred to herein as "CPKC'). This funding represents the 20% non-federal match for a US Department of Transportation Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant in the amount of $4,000,000.00 80% for a total project cost of $5,000,000.00. Submission of this Funding Agreement will be used to further the awarding of the CRISI Grant.		
Sponsors:			
Code sections:			
Attachments:	1. Funding Agreement 2025-R-142		

Date	Ver.	Action By	Action	Result

Engineering Department **XX.**

City Council - Regular

Meeting Date: 05/19/2025

Staff Source: Albert Quintanilla

SUBJECT

2025-R-142 Authorizing the City Manager to ratify acceptance of a private partnership funding agreement in the amount of $ 1,000,000.00 from the Texas Mexican railway company ("TM"), a Texas statutory corporation, and the Kansas City Southern Railway company ("KCRS"), a Missouri corporation qualified to do business in Texas (TM and KCRS together referred to herein as "CPKC'). This funding represents the 20 % non-federal match for a US Department of Transportation Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant in the amount of $ 4,000,000.00 (80 %) for a total project cost of $ 5,000,000.00. Submission of this Funding Agreement will be used to further the awarding of the CRISI Grant.

PREVIOUS COUNCIL ACTION

Resolution 2022-R-178 Authorizing the interim City Manager to submit a grant application in partnership with the Kansas City Southern Railway Company in the amount not to exceed $ 4,000,000.00. to the US Department of Transportation Federal Railroad Administration, under

the Consolidated Rail Infrastructure and Safety Improvement grant for the purpose of funding the preliminary planning, engineering and other work required for the subsequent applications for the grade crossing and grade separation improvements.

BACKGROUND

The CRISI program funds projects that improve safety, efficiency, and reliability of intercity passenger and freight rail. CPKC, its consultant, and engineering teams have agreed that a CRISI grant would be best to finalize the preliminary engineering (PE) and federal environmental reviews (NEPA) of this project. All federal discretionary grants require that NEPA be completed before any federal construction funding can be committed to an individual project, and CRISI provides the best path to achieve that outcome.

The $ 5 million planning project consists of preliminary engineering, utilities, right of way, NEPA and outreach activities for improvements to 31 at-grade crossings between Mile Posts 0.780 and 4.20 on CPKC Laredo Subdivision, including up to five (5) closures, two (2) at-grade crossings converted to grade separations, and crossing safety improvements at the remaining 24 at-grade crossings including ten (10) sets of Active Warning Devices, all according to the Grant Application Project Narrative.

The Planning Project Total Cost estimate would be allocated as follows:

• Preliminary Engineering (PE)	$ 2,500,000.00
• Environmental Clearance (NEPA)	$ 550,000.00
• Right of Way (ROW)	$ 750,000.00
• Utilities	$ 900,000.00
• Outreach Activities	$ 50,000.00
• Contingency	$ 250,000.00
Total	$ 5,000,000.00

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year: 2025/2026

Budgeted Y/N?:N/A

Source of funds:

Account:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Continuation of Grant Approval process. No financial impact.

Funding Agreement

This Funding Agreement ("Agreement") is entered into this ____ day of _____, 202_, between, on the one hand, **THE TEXAS MEXICAN RAILWAY COMPANY** ("**TM**"), a Texas statutory corporation, and **THE KANSAS CITY SOUTHERN RAILWAY COMPANY** ("**KCSR**"), a Missouri corporation qualified to do business in Texas (TM and KCSR together referred to herein as "**CPKC**"), both to be addressed at 427 West 12th Street, Kansas City, MO 64105-1403, and, on the other hand, **THE CITY OF LAREDO, TEXAS,** a Texas Home Rule municipality, with mailing address of 1110 Houston Street, Laredo, Texas 78040-8019 ("CITY") (CPKC and CITY being sometimes herein referred to separately as a "Party" or together as the "Parties").

RECITALS:

WHEREAS, the Federal Railroad Administration ("FRA") has selected City of Laredo, Texas to receive a grant under the Consolidated Rail Infrastructure and Safety Improvements ("CRISI") program for the Downtown Laredo Rail Corridor Safety Planning Project ("Project"); and

WHEREAS, the Project Development consists of Preliminary Engineering, Utilities, Right-of-Way, NEPA and Outreach activities for improvements to 31 at-grade crossings between Mile Posts 0.780 and 4.20 on the CPKC Laredo Subdivision, including up to five closures, two at-grade crossings converted to grade separations, and crossing safety improvements at the remaining 24 at-grade crossings including 10 sets of Active Warning Devices, all according to the Grant Application Project Narrative; and

WHEREAS, the overall intent of the improvement concepts is to enhance safety throughout the CITY by reducing or eliminating railroad and roadway conflicts; and

WHEREAS, TM and KCSR are each wholly-owned subsidiaries of **Kansas City Southern** ("**KCS**"); and

WHEREAS, TM is the owner of the railroad right-of-way utilized by KCSR, pursuant to authorization of the Surface Transportation Board, to move freight rail traffic through the CITY; and

WHEREAS, CPKC is cooperating with CITY in the Project, supports the Project's objectives, and is willing to enter into this Agreement to help meet the requirements of the Project;

NOW, THEREFORE, the Parties hereby agree as follows:

AGREEMENTS:

1. TM and KCSR are each rail carriers as defined by 49 U.S.C. §10102(5), and TM owns and KCSR operates the CPKC Laredo Subdivision, including the railroad right-of-way ("ROW") on which the Project will be performed.

2. CPKC provides freight rail service to shippers over its Laredo Subdivision.

3. KCS is contributing the 'local match' of 20% up to but not to exceed $1,000,000 (One Million Dollars) of the CRISI Grant Funds for the Project. CPKC, as the owner and operator of the Laredo Subdivision, will not require the CITY to compensate CPKC for use of the CPKC Laredo Subdivision in connection with the Project.

4. CPKC and CITY assure that, upon the completion of the Project, the adequacy of the Laredo Subdivision's infrastructure capacity shall accommodate both existing and future freight rail operations.

5. The CITY will perform all tasks required for the Project through a coordinated process, which will involve CPKC representatives, engineering consultants, TXDOT and FRA. The CITY will facilitate the coordination of all activities necessary for implementation of the Project. The CITY will:

- complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary;
- hold regularly scheduled Project meetings with FRA;
- inspect and approve work as it is completed; and
- participate in other coordination, as needed.

6. The CITY will submit in a timely manner all invoices to be reimbursed by FRA. When invoices are approved by FRA, the CITY will submit the FRA-approved invoices to CPKC to receive the 20% Local Match from KCS. KCS will reimburse the CITY within Forty-Five (45) days after receiving FRA approved invoices.

7. Independent Contractors. Parties covenant and agree that they are independent contractors and nothing in this AGREEMENT creates any relationship of an officer, agent, servant or employee of the other; that each Party shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of their respective officers, agents, employees, and consultants; that the doctrine of respondeat superior shall not apply as between the Parties, their officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between CITY and KCS. Neither Party shall have the authority to bind the other under this AGREEMENT.

8. Amendment. Except where the terms of this AGREEMENT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected only by amendment, in writing, executed by both City and CPKC, and, if applicable, subject to formal approval by the City Council.

9. Severability. If any clause or provision of this AGREEMENT is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Laredo, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this AGREEMENT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this AGREEMENT that is invalid, illegal, or unenforceable, there be added as a part of the AGREEMENT a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

10. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN WEBB COUNTY, TEXAS. Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this AGREEMENT shall be heard and determined in a court of competent jurisdiction in Webb County, Texas.

11. Non-Assignment. The Parties shall not transfer or assign all or any of their rights, obligations or benefits hereunder in whole or in part to any third party, without the prior written consent of the other Party.

12. Entire Agreement. This AGREEMENT, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereof, and duly executed by the Parties.

WHEREFORE, the Parties have hereby executed this Agreement by the signatures below of each Party's duly-authorized representative.

THE TEXAS MEXICAN RAILWAY COMPANY and
THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By _____

Printed Name Justin D Meyer

Title S.V.P. Mechanical & Engineering

CITY OF LAREDO, TEXAS

By _____

Printed Name Joseph W. Neeb

Title City Manager

RMZ

Attest _____
Mario I. Maldonado Jr.
City Secretary

City of Laredo

City Council

Meeting Date: 9/15/2025 **Final Readings 11.**

SUBJECT
An Ordinance of The City of Laredo, Texas, amending Chapter 2, Article II, Division 6 (Pay Administration), of the City of Laredo Code of Ordinances, specifically Section 2-87.7-Policy (C.)(12)(A.) by providing for a two and a half percent (2.5%) Cost of Living Adjustment (COLA); a one and a half percent adjustment (1.5%) to the wage schedule and a tenure achievement adjustment pay for all City of Laredo full-time Employees who have completed one consecutive year of employment with the City of Laredo; except Contract Employees, Interns, Cooperative Education Program Employees (Co-Ops), Elected Officials, Temporary Contract Labor Employees, and Firefighters and Police Officers Governed by the Terms of Collective Bargaining Agreement; providing that this Ordinance shall be cumulative; providing a severability clause; and declaring an effective date (As Amended).

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
On August 14, 2025, City Council approved a 2.5% Cost of Living Adjustment (COLA), 1.5% adjustment to the wage schedule and 1.5% tenured achievement adjustment pay to all qualified City of Laredo Employees.

BACKGROUND
For FY 2025-2026, City Council consideration includes approval of a 2.5% Cost of Living Adjustment (COLA), a 1.5% wage schedule adjustment, and a 1.5% Tenure Achievement Pay for eligible employees. These adjustments aim to preserve employees' purchasing power, support workforce retention, and promote fairness in alignment with rising living costs.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that City Council approve this item.

Fiscal Impact

Fiscal Year:	N/A
Budgeted Y/N?:	N/A
Source of Funds:	N/A

Account #: N/A
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:
Pay adjustments will be accounted for in each department’s budget.

CITY OF LAREDO
PROPOSED WAGE SCHEDULE
EFFECTIVE OCTOBER 1, 2025

	Grade	Minimum	Midpoint	Maximum
HOURLY	**201**	13.670	17.090	20.510
BI-WEEKLY		1,093.60	1,367.20	1,640.80
MONTHLY		2,369.47	2,962.27	3,555.07
ANNUAL		28,433.60	35,547.20	42,660.80
HOURLY	**202**	14.760	18.450	22.140
BI-WEEKLY		1,180.80	1,476.00	1,771.20
MONTHLY		2,558.40	3,198.00	3,837.60
ANNUAL		30,700.80	38,376.00	46,051.20
HOURLY	**203**	15.94	19.93	23.91
BI-WEEKLY		1,275.20	1,594.40	1,912.80
MONTHLY		2,762.93	3,454.53	4,144.40
ANNUAL		33,155.20	41,454.40	49,732.80
HOURLY	**204**	17.37	21.72	26.06
BI-WEEKLY		1,389.60	1,737.60	2,084.80
MONTHLY		3,010.80	3,764.80	4,517.07
ANNUAL		36,129.60	45,177.60	54,204.80
HOURLY	**205**	18.93	23.67	28.40
BI-WEEKLY		1,514.40	1,893.60	2,272.00
MONTHLY		3,281.20	4,102.80	4,922.67
ANNUAL		39,374.40	49,233.60	59,072.00
HOURLY	**206**	20.63	25.79	30.95
BI-WEEKLY		1,650.40	2,063.20	2,476.00
MONTHLY		3,575.87	4,470.27	5,364.67
ANNUAL		42,910.40	53,643.20	64,376.00
HOURLY	**207**	22.49	28.12	33.74
BI-WEEKLY		1,799.20	2,249.60	2,699.20
MONTHLY		3,898.27	4,874.13	5,848.27
ANNUAL		46,779.20	58,489.60	70,179.20
HOURLY	**208**	24.51	30.64	36.77
BI-WEEKLY		1,960.80	2,451.20	2,941.60
MONTHLY		4,248.40	5,310.93	6,373.47
ANNUAL		50,980.80	63,731.20	76,481.60
HOURLY	**209**	26.96	33.70	40.44
BI-WEEKLY		2,156.80	2,696.00	3,235.20
MONTHLY		4,673.07	5,841.33	7,009.60
ANNUAL		56,076.80	70,096.00	84,115.20

PROPOSED WAGE SCHEDULE
EFFECTIVE OCTOBER 1, 2025

	Grade	Minimum	Midpoint	Maximum
HOURLY	**210**	29.66	37.08	44.49
BI-WEEKLY		2,372.80	2,966.40	3,559.20
MONTHLY		5,141.07	6,427.20	7,711.60
ANNUAL		61,692.80	77,126.40	92,539.20
HOURLY	**211**	32.63	40.79	48.95
BI-WEEKLY		2,610.40	3,263.20	3,916.00
MONTHLY		5,655.87	7,070.27	8,484.67
ANNUAL		67,870.40	84,843.20	101,816.00
HOURLY	**212**	36.22	45.28	54.33
BI-WEEKLY		2,897.60	3,622.40	4,346.40
MONTHLY		6,278.13	7,848.53	9,417.20
ANNUAL		75,337.60	94,182.40	113,006.40
HOURLY	**213**	40.20	50.25	60.30
BI-WEEKLY		3,216.00	4,020.00	4,824.00
MONTHLY		6,968.00	8,710.00	10,452.00
ANNUAL		83,616.00	104,520.00	125,424.00
HOURLY	**214**	44.62	55.78	66.93
BI-WEEKLY		3,569.60	4,462.40	5,354.40
MONTHLY		7,734.13	9,668.53	11,601.20
ANNUAL		92,809.60	116,022.40	139,214.40
HOURLY	**215**	49.53	61.92	74.30
BI-WEEKLY		3,962.40	4,953.60	5,944.00
MONTHLY		8,585.20	10,732.80	12,878.67
ANNUAL		103,022.40	128,793.60	154,544.00
HOURLY	**216**	54.98	68.73	82.47
BI-WEEKLY		4,398.40	5,498.40	6,597.60
MONTHLY		9,529.87	11,913.20	14,294.80
ANNUAL		114,358.40	142,958.40	171,537.60
HOURLY	**217**	59.21	76.98	94.74
BI-WEEKLY		4,736.80	6,158.40	7,579.20
MONTHLY		10,263.07	13,343.20	16,421.60
ANNUAL		123,156.80	160,118.40	197,059.20
HOURLY	**218**	65.13	84.67	104.21
BI-WEEKLY		5,210.40	6,773.60	8,336.80
MONTHLY		11,289.20	14,676.13	18,063.07
ANNUAL		135,470.40	176,113.60	216,756.80

PROPOSED WAGE SCHEDULE
EFFECTIVE OCTOBER 1, 2025

	Grade	Minimum	Midpoint	Maximum
HOURLY	**219**	70.28	93.12	115.96
BI-WEEKLY		5,622.40	7,449.60	9,276.80
MONTHLY		12,181.87	16,140.80	20,099.73
ANNUAL		146,182.40	193,689.60	241,196.80
HOURLY	**220**	77.31	102.44	127.56
BI-WEEKLY		6,184.80	8,195.20	10,204.80
MONTHLY		13,400.40	17,756.27	22,110.40
ANNUAL		160,804.80	213,075.20	265,324.80
HOURLY	**221**	85.04	112.68	140.32
BI-WEEKLY		6,803.20	9,014.40	11,225.60
MONTHLY		14,740.27	19,531.20	24,322.13
ANNUAL		176,883.20	234,374.40	291,865.60

ORDINANCE NO. 2025-O-175

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 2, ARTICLE II, DIVISION 6 (PAY ADMINISTRATION), OF THE CITY OF LAREDO CODE OF ORDINANCES, SPECIFICALLY SECTION 2-87.7-POLICY (c.)(12)(a.) BY PROVIDING FOR A TWO AND A HALF PERCENT (2.5%) COST OF LIVING ADJUSTMENT (COLA) TO THE WAGE SCHEDULE AND FOR ALL CITY OF LAREDO EMPLOYEES EXCEPT FULL TIME CONTRACT EMPLOYEES, INTERNS, COOPERATIVE EDUCATION PROGRAM EMPLOYEES (CO-OPS), ELECTED OFFICIALS, TEMPORARY CONTRACT LABOR EMPLOYEES, AND FIREFIGHTERS AND POLICE OFFICERS GOVERNED BY THE TERMS OF COLLECTIVE BARGAINING AGREEMENT; PROVIDING THAT HIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE (AS AMENDED).

WHEREAS, the City of Laredo is a municipal corporation organized under the Constitution and the laws of the State of Texas and exercises the powers granted by the City's Charter and the provisions of Article XI, Section 5 of the Texas Constitution; and

WHEREAS, the City Council shall approve the ~~three~~ two and a half percent (2.5%) Cost of Living Adjustment (COLA) to the *FY 25-26* wage schedule; and

WHEREAS, the City Council shall approve the ~~three~~ *two and a half* percent (2.5%) Cost of Living Adjustment for all City of Laredo Employees excluding full time contract employees, interns, cooperative education program employees (co-ops), elected officials, temporary contract labor employees, and firefighters and police officers governed by the terms of a collective bargaining agreement; and

WHEREAS, a Cost of Living (COLA) is to maintain the purchasing power of employees' wages or benefits by adjusting them in line with inflation thus enhance fairness, attract and retain talent and support financial planning in acknowledgement of rising living costs.

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

Section 1: Chapter 2, Article II, Division 6 (Pay Administration) Section 2-87.7 Policy (c.)(8)(a.) is hereby amended as follows:

(8) Effective ~~February 2, 2023~~ October 1, ~~2024~~ *2025*, the City's wage schedule shall be amended as follows:

a. All rates of pay in all grades in the wage schedule will be increased by the Cost of Living Adjustment of ~~3% percent~~ *two and a half (2.5%)* effective

October 1, ~~2023~~ ~~2024~~ *2025*.

b. Henceforth the City of Laredo's wage schedule will consist of a rate rage with a minimum, midpoint, and maximum rate of pay. (See Exhibit A-1, incorporated herein by reference);

c. Employee Pay Grade Exception, establishing a provision for employees who have exceeded the maximum authorized pay for their current pay grade due to long tenure and exceptional performance, ensuring that their compensation continues to reflect their value to the organization while maintaining equitable pay practices. This exception aims to balance recognizing the contributions of long-serving employees while maintain fairness and transparency in compensation practices. This exception is only to those employees identified by the Human Resources and Financial Services departments.

Section 2: Effective Date: This ordinance shall become effective October 1, 2025.

Section 3: The provisions of any ordinance in conflict with this ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinance shall main in full force and effect.

Section 4: Should any section, subsection, clause or phrase of this ordinance be declared unconstitutional or invalid by any court of competent jurisdiction, it is expressly provided that any and all remaining portions of this ordinance shall remain in full force and effect.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 9/15/2025 **Final Readings 12.**

SUBJECT
An Ordinance of the City of Laredo, Texas amending Chapter 2, Article III, Division 3 (Leave Policy), of the City of Laredo Code of Ordinances, specifically Section 2-58. Holidays (a.) providing a total of three (3) personal holidays for fiscal year 2025-2026 (b.) to include earned wellness incentive days; and providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date of October 1, 2025 (as amended).

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
On August 14, 2025, City Council motioned to approve the 16 holidays, three personal holidays and two earned wellness days as presented.

BACKGROUND
The City of Laredo is committed to enhancing and supporting the well-being of their employees by offering paid holidays for a work life balance.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that City Council approve this item

Fiscal Impact

Fiscal Year:	N/A
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
N/A

ORDINANCE NO. 2025-O-176

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 2, ARTICLE III, DIVISION 3 (LEAVE POLICY), OF THE CITY OF LAREDO CODE OF ORDINANCES, SPECIFICALLY SECTION 2-58. HOLIDAYS (a.) PROVIDING A TOTAL OF THREE (3) PERSONAL HOLIDAYS FOR FISCAL YEAR 2025-2026 (b.) TO INCLUDE EARNED WELLNESS INCENTIVE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE OF OCTOBER 1, 2025 (AS AMENDED).

WHEREAS, the City of Laredo is a municipal corporation organized under the Constitution and the laws of the State of Texas and exercises the powers granted by the City's Charter and the provisions of Article XI, Section 5 of the Texas Constitution; and

WHEREAS, the City Council designates official holidays for City employees; and

WHEREAS, the City Council desires that the official city holidays be designated annually; and

WHEREAS, the City Council aims to foster a health-conscious workforce by encouraging preventative health screenings and promoting a healthy lifestyle for both the body and mind; and

WHEREAS, the City Council shall authorize: (16) holidays, three (3) personal holidays; and two (2) earned Wellness Days for fiscal year 2025-2026.

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

Section 1: Chapter 2, Article III, Division 3 (Leave Policy) Section 2-58. Holidays (a) is hereby amended as follows:

> (a) The City Council shall designate the official city holidays annually with the adoption of the City budget at the recommendation of the City Manager. In addition, after being employed with the city for one (1) year, full-time regular employees shall be entitled to three (3) personal holidays per fiscal year. The date of personal holidays is subject to department director approval.
> (b) The City Council will allocate two (2) wellness incentive days each fiscal year for regular full-time employees who complete the required wellness activities. Employees must request these wellness days at lease three days in advance to ensure departmental efficiency. Wellness days cannot be carried over to the next fiscal year. Each wellness day must be taken in full day and cannot be split or used to cover partial hours.

Section 2: Effective Date. This Ordinance shall become effective October 1, 2025.

Section 3: The provisions of any ordinance in conflict with this ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

Section 4: Should any section, subsection, clause or phrase of this ordinance be declared unconstitutional or invalid by any court of competent jurisdiction, it is expressly provided that any and all remaining portions of this ordinance shall remain in full force and effect.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

CITY OF LAREDO
FY 2025-2026
HOLIDAY SCHEDULE

As per Ordinance, Section 2-58, Holidays

*The department shall insure that each one of their employees take the holiday assigned to them for that fiscal year; the employee shall take the personal holiday before the end of the fiscal year or lose it.

1.	**Founder's Day**	Monday, October 13, 2025
2.	**Veteran's Day**	Tuesday, November 11, 2025
3.	**Thanksgiving Day**	Thursday, November 27, 2025
4.	**Friday After Thanksgiving Day**	Friday, November 28, 2025
5.	**Christmas Eve**	Wednesday, December 24, 2025
6.	**Christmas Day**	Thursday, December 25, 2025
7.	**New Year's Eve**	Wednesday, December 31, 2025
8.	**New Year's Day**	Thursday, January 1, 2026
9.	**Martin Luther King, Jr. Day**	Monday, January 19, 2026
10.	**President's Day**	Monday, February 16, 2026
11.	**Friday before Easter Sunday**	Friday, April 3, 2026
12.	**Easter Monday**	Monday, April 6, 2026
13.	**Memorial Day/September 11 (Remembrance Day)**	Monday, May 25, 2026
14	**Juneteenth National Independence Day**	Friday, June 19, 2026
15.	**Independence Day (Observed)**	Friday, July 3, 2026
16.	**Labor Day**	Monday, September 7, 2026
17.	**Personal Holiday***	Date subject to department director's approval and after being employed with the City for one (1) year
18.	**Personal Holiday***	
19.	**Personal Holiday***	
20.	**Wellness Day****	Must have been employed with the City of Laredo for at least one (1) year and be covered under the City's Medical plan
21.	**Wellness Day****	

If the employee has to work on their designated holiday, they will be allowed to reschedule their holiday as determined by their department director. To ensure operating efficiency of the department, the employee must submit a three-day written notice unless a personal hardship does not allow for an advance notification.

**Wellness days are earned on a per fiscal year basis and activities must be completed by June 30th of each year to be eligible for the wellness days. Wellness day(s) off must be requested at least three-days in advance in order to ensure the operating efficiency of the respective department. Wellness Days off must be taken within the same fiscal year wellness activities were completed. Wellness Days will not carry over from one fiscal year to the next. A minimum of one wellness day must be taken (may not be broken down nor be used to complete hours). Employees who have worked less than one year may still participate in wellness activities; however, reward(s) will not be available.

City of Laredo

City Council

Meeting Date: 9/15/2025 **Final Readings 13.**

SUBJECT
Final reading of ordinance of the City of Laredo, Texas adopting the proposed annual budget for Fiscal Year 2025-2026, by appropriating the revenues, expenditures and balances reported therein for the year beginning October 1, 2025, and ending September 30, 2026, consistent with the financial plan described in said annual budget (see exhibit “A”), motions approved by city council at public workshop (see exhibit “B”) and holiday schedule for FY2025-2026 (see exhibit “C”) authorizing the city manager to implement said annual budget (as amended)

VIVA LAREDO PLAN ALIGNMENT

Area	Alignment	Summary
Affordable Housing	★★★★☆	Strong HUD funding
Water Infrastructure	★★★★☆	Major investments in system upgrades
Mobility & Public Space	★★★☆☆	Moderate support via streets/parks
Public Safety & Health	★★★☆☆	Budget aligns with safety goals
Fiscal Transparency	★★★★☆	LEIP framework supports long-term stewardship

PREVIOUS COUNCIL ACTION
The City held three public budget workshops on March 24, 2025; May 28, 2025; and July 1, 2025, to update and receive input from the Council on the development of the budget.

BACKGROUND
Section 6.04 of the City Charter requires that the City budget be prepared, and it shall contain a general summary of its contents, a detail of estimated income, indicating the proposed property tax levy, with estimated collectible and uncollectible amounts, and all proposed expenditures, including debt service, for the ensuing fiscal year, and it must be arranged as to show comparative figures for estimated income and expenditures for the current fiscal year and actual income and expenditures of the preceding year.

Section 6.06 of the City Charter requires that the Council shall publish on five separate days in a newspaper of general circulation in the City a notice of the general summary of the budget and capital improvement projects. The notice must state: (1) the times and places where copies of the budget are available for inspection by the public, and (2) the time and place, no less than fourteen (14) calendar days after such publication, for a public hearing on the budget. The dates of publication were August 2-6, 2025. The council shall hold at least one public hearing during the period its consideration.

COMMITTEE RECOMMENDATION

Click or tap here to enter text.

STAFF RECOMMENDATION
Staff recommends approval of the proposed FY 2025-26 budget.

Fiscal Impact

Fiscal Year:	FY 25-26
Budgeted Y/N?:	Yes
Source of Funds:	Click or tap here to enter text.
Account #:	All
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:

ORDINANCE 2025-O-XXXX

ADOPTING THE PROPOSED ANNUAL BUDGET FOR FISCAL YEAR 2025-2026, BY APPROPRIATING THE REVENUES, EXPENDITURES AND BALANCES REPORTED THEREIN FOR THE YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, CONSISTENT WITH THE FINANCIAL PLAN DESCRIBED IN SAID ANNUAL BUDGET (SEE EXHIBIT "A"), MOTIONS APPROVED BY CITY COUNDIL AT PUBLIC WORKSHOP (SEE EXHIBIT "B") AND HOLIDAY SCHEDULE FOR FY2025-2026 (SEE EXHIBIT "C") AUTHORIZING THE CITY MANAGER TO IMPLEMENT SAID ANNUAL BUDGET (AS MMENDED)

WHEREAS, on July 29, 2025, Council was presented with the Proposed 2025-2026 Annual Budget as required by the City of Laredo Charter Section 6.02 Submission of Budget: "at least sixty (60) days before the end of the fiscal year, the City Manager shall present to the Council a budget for the ensuing fiscal year with an accompanying message"; and

WHEREAS, on March 24, 2025, May 28, 2025, and July 1, 2025, Council held workshop meetings to review the progress on the budget; and

WHEREAS, on August 14, 2025, Council held a final public workshop to approve the Proposed 2025-2026 Annual Budget;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

1. The Annual Budget for Fiscal Year 2025-2026, as amended during the budget workshop is hereby adopted, and

2. The following appropriations for Fiscal Year 2025-2026 are hereby authorized as further detailed in Exhibit "A" and incorporated as if set out at length herein:

   Total Operating Expenditures and Transfers $1,011,211,422

3. This ordinance incorporates as if set out here at length the motions approved by City Council attached as Exhibit "B"

4. This ordinance incorporates as if set out here at length the Holiday schedule approved by City Council attached as Exhibit "C"

5. The City Manager is hereby authorized to implement the said budget for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 15 DAY OF SEPTEMBER, 2025.

_____
Dr. Victor D. Treviño
Mayor

ATTEST:

_____
Mario Maldonado, Jr.
City Secretary

APPROVED AS TO FORM:

_____
Doanh T. Nguyen
City Attorney

CITY OF LAREDO
CONSOLIDATED BUDGET
FY 2025-2026

FUND	Beginning Balance 10/1/2025	Revenues Excluding Transfers	Transfers	Revenues Including Transfers	Total Available	Operating Expenditures & Transfers	Closing Balance 9/30/2026
GOVERNMENTAL FUNDS							
GENERAL FUND	$ 54,852,692	$ 203,303,354	$ 84,527,791	$ 287,831,145	$ 342,683,837	$ 287,831,145	$ 54,852,692
SPECIAL REVENUE FUNDS							
Community Development	-	2,859,543	-	2,859,543	2,859,543	2,859,543	-
Housing Rehab	-	87,000	-	87,000	87,000	87,000	-
Home Investment Partnership	-	1,071,903	50,000	1,121,903	1,121,903	1,121,903	-
Emergency Solutions Grant	-	266,495	-	266,495	266,495	266,495	-
Auto Theft Task Force	-	4,961,000	1,400,000	6,361,000	6,361,000	6,361,000	-
Financial Task Force	-	1,713,251	70,000	1,783,251	1,783,251	1,783,251	-
Health Fund	1,058,071	23,398,364	9,922,347	33,320,711	34,378,782	34,378,782	-
Special Police Program	-	12,405,021	3,669,290	16,074,311	16,074,311	16,074,311	-
Airport	22,769,816	12,213,611	550,000	12,763,611	35,533,427	18,649,231	16,884,196
Airport Capital Projects	-	6,610	-	6,610	6,610	6,610	-
Hotel-Motel Tax	7,532,201	5,183,700	-	5,183,700	12,715,901	5,511,811	7,204,090
PEG Fund	1,283,871	254,000	-	254,000	1,537,871	1,005,000	532,871
Recreation Fund	948,210	565,900	309,401	875,301	1,823,511	1,524,068	299,443
Environmental Services	2,046,830	6,793,069	-	6,793,069	8,839,899	7,574,081	1,265,818
Environmental Services - Capital Proj.	-	97,820	-	97,820	97,820	97,820	-
Stormwater Improvement	1,438,997	2,742,885	-	2,742,885	4,181,882	2,381,909	1,799,973
Convention & Visitor's Bureau	-	27,545	4,604,684	4,632,229	4,632,229	4,632,229	-
Parking Meters Fund	1,268,584	1,635,165	-	1,635,165	2,903,749	1,698,894	1,204,855
Sports and Community Venue	25,086,142	15,616,109	-	15,616,109	40,702,251	20,648,157	20,054,094
Sports and Community Venue Debt Service	4,749,783	172,280	4,629,481	4,801,761	9,551,544	4,759,328	4,792,216
Sports and Community Venue- Capital Proj.	-	472,590	-	472,590	472,590	472,590	-
Noise Abatement Lease Program	-	2,431,151	-	2,431,151	2,431,151	2,431,151	-
911 Regional Communication	-	2,596,021	-	2,596,021	2,596,021	2,596,021	-
Keep Laredo Beautiful	-	25,100	208,700	233,800	233,800	233,800	-
Special Fire Grants	-	251,000	146,523	397,523	397,523	397,523	-
Sames Auto Arena	-	6,166,884	1,596,575	7,763,459	7,763,459	7,763,459	-
Home Investment Affordable Housing	-	50,000	-	50,000	50,000	50,000	-
Laredo Public Facility Corporation	177,572	6,500	-	6,500	184,072	6,500	177,572
Unitrade Baseball Stadium	-	1,172,434	1,207,350	2,379,784	2,379,784	2,379,784	-
Max Mandel Golf Course	-	1,292,300	714,471	2,006,771	2,006,771	2,006,771	-
Parkland Acquisition/Park Improv	-	868,100	-	868,100	868,100	868,100	-
Downtown TIRZ No. 1 - Operating Fund	867,663	281,334	-	281,334	1,148,997	281,334	867,663
Downtown TIRZ No. 1 - Capital Project	-	116,285	-	116,285	116,285	116,285	-
American Rescue Plan Act	3,000,000	507,740	-	507,740	3,507,740	3,507,740	-
Hamilton Housing	-	1,304,285	-	1,304,285	1,304,285	1,304,285	-
TIRZ No.2 - Operating Fund	-	97,359	-	97,359	97,359	97,359	-
Detoxification Center	-	1,209,358	3,360,000	4,569,358	4,569,358	4,569,358	-
Southern Hotel	-	4,500	-	4,500	4,500	4,500	-
Buena Vista Sports Complex	-	2,843,716	-	2,843,716	2,843,716	2,843,716	-
DEBT SERVICE FUNDS							
Debt Service	11,081,404	34,628,386	7,313,303	41,941,689	53,023,093	41,348,803	11,674,290
PERMANENT FUND							
Canseco Endowment Fund	91,397	3,200	-	3,200	94,597	15,790	78,807
CAPITAL PROJECTS FUNDS							
Capital Improvements Fund	3,443,594	3,615,500	6,401,113	10,016,613	13,460,207	13,460,207	-
Airport Construction Fund	-	184,600	11,111	195,711	195,711	195,711	-
Capital Projects	-	3,203,489	-	3,203,489	3,203,489	3,203,489	-

CITY OF LAREDO
CONSOLIDATED BUDGET
FY 2025-2026

FUND	Beginning Balance 10/1/2025	Revenues Excluding Transfers	Transfers	Revenues Including Transfers	Total Available	Operating Expenditures & Transfers	Closing Balance 9/30/2026
PROPRIETARY FUNDS							
ENTERPRISE FUNDS							
Bridge System / Operating	3,816,250	89,032,617	-	89,032,617	92,848,867	87,970,676	4,878,191
Bridge Construction	5,829,275	81,704	2,000,000	2,081,704	7,910,979	7,910,979	-
Bridge System - Debt Service	2,157,235	92,670	3,682,987	3,775,657	5,932,892	3,856,854	2,076,038
Bridge System - Capital Projects	-	102,780	-	102,780	102,780	102,780	-
Bridge Refrigerated Inspection Facility	268,363	23,108	15,000	38,108	306,471	306,471	-
Transit System- El Metro Operating	-	8,495,436	15,534,043	24,029,479	24,029,479	24,029,479	-
Transit System Sales Tax	11,822,591	14,770,109	-	14,770,109	26,592,700	16,818,769	9,773,931
Transit Center Facility Fund	-	608,123	596,417	1,204,540	1,204,540	1,204,540	-
Transit Capital Grants	-	1,964,261	391,651	2,355,912	2,355,912	2,355,912	-
Transit Capital Projects	-	22,100	-	22,100	22,100	22,100	-
Municipal Housing	146,075	2,182,754	-	2,182,754	2,328,829	2,328,829	-
Solid Waste Management	35,739,923	41,211,245	-	41,211,245	76,951,168	50,724,697	26,226,471
Solid Waste Capital Projects	-	337,140	-	337,140	337,140	337,140	-
Solid Waste Debt Service	-	-	6,444,438	6,444,438	6,444,438	6,444,438	-
Water System / Operating	62,148,224	69,775,387	-	69,775,387	131,923,611	74,995,136	56,928,475
Water System Debt Service	23,823,632	1,107,236	28,672,586	29,779,822	53,603,454	28,288,401	25,315,053
Water Availability	15,533,619	4,536,358	-	4,536,358	20,069,977	2,265,000	17,804,977
Water System Construction	-	45,832	2,690,845	2,736,677	2,736,677	2,736,677	-
Water Capital Improvement	4,264,571	1,268,940	-	1,268,940	5,533,511	708,524	4,824,987
Water - Capital Projects	-	2,738,260	-	2,738,260	2,738,260	2,738,260	-
Sewer Operating	65,800,879	54,239,218	-	54,239,218	120,040,097	53,643,966	66,396,131
Sewer Construction	-	3,910	1,743,675	1,747,585	1,747,585	1,747,585	-
Sewer System Debt Service	19,295,688	998,635	17,589,061	18,587,696	37,883,384	18,602,672	19,280,712
Sewer Capital Improvement	6,134,293	1,059,487	-	1,059,487	7,193,780	704,847	6,488,933
Sewer - Capital Projects	-	2,272,950	-	2,272,950	2,272,950	2,272,950	-
INTERNAL SERVICE FUNDS							
Fleet Management	827,790	183,795	23,620,753	23,795,453	24,632,338	24,612,259	20,079
Risk Management	7,088,324	31,909	12,628,324	12,793,352	19,748,557	13,495,256	6,253,301
Information Services and Telecommunications	222,023	19,251	9,191,831	9,326,829	9,433,105	9,368,074	65,031
Health and Benefits	6,776,753	22,605,713	29,257,597	50,876,130	58,640,063	56,652,883	1,987,180
FIDUCIARY FUNDS							
Police Trust Fund	2,576,035	687,000	-	687,000	3,263,035	1,480,000	1,783,035
AGENCY FUND							
City Annuity	-	123,240	2,955,184	3,078,424	3,078,424	3,078,424	-
TOTAL	**$ 415,968,370**	**$ 679,327,625**	**$ 287,706,532**	**$ 966,286,748**	**$ 1,383,002,527**	**$ 1,011,211,422**	**$ 371,791,105**

Revenue Excluding Transfers	$ 679,327,625	Total Operating Expenditures	$ 1,011,211,422
Decrease in Fund Balance	$ 44,177,265	Less Operating Transfers	$ 287,706,532
Total Net Operating Budget	$ 723,504,890	Total Net Operating Budget	$ 723,504,890

City of Laredo
Proposed Budget Workshops Motions
FY 2025-2026

Date	Time	Motion	Fund	Revenue	Expenditure
8/14	2:06	Motion to approve the Holiday schedule as presented - moved by Ruben Gutierrez Jr, Second Ricardo "Richie" Rangel			
8/14	2:07	Motion to approve the Cost of Living Adjustment (COLA) of 2.5% effective October 1, 2025 - moved by Ruben Gutierrez Jr, Second Ricardo "Richie" Rangel	All		
8/14	2:07	Motion approve the Wage Schedule adjustment of 1.5% effective April 1, 2026 - moved by Ruben Gutierrez Jr, Second Ricardo "Richie" Rangel	All		
8/14	2:07	Motion to approve the Tenured Achievement of 1.5% April 1, 2026 - moved by Ruben Gutierrez Jr, Second Ricardo "Richie" Rangel	All		
8/14	2:07	Motion to transfer the 4.2M from General Fund line item to Police Department line item for the contract increase - moved by Ruben Gutierrez Jr, Second Ricardo "Richie" Rangel	101		
8/14	2:07	Motion to approve the Budget motions as presented - moved by Ruben Gutierrez Jr, Second Ricardo "Richie" Rangel			
8/14	3:04	Motion to approve the FY 26-30 CIP (remove the Artificial Turf project from C.O. Bond and allocate the 4.5M to Parks Improvement) - moved by Ruben Gutierrez Jr, Second Ricardo "Richie" Rangel			
8/14	4:20	Motion to approve the Parks Budget as Presented - moved by Vanessa Perez, Second by Ruben Gutierrez Jr	101		
8/14	4:24	Motion to approve the Proposed Budget with the motions presented - moved by Vanessa Perez, Second by Ruben Gutierrez Jr	All		
8/14	4:25	Motion to Adjourn moved by Ruben Gutierrez Jr, Second by Vanessa Perez			

CITY OF LAREDO
FY 2025-2026
HOLIDAY SCHEDULE

As per Ordinance, Section 2-58, Holidays

1.	**Founder's Day**	Monday, October 13, 2025
2.	**Veteran's Day**	Tuesday, November 11, 2025
3.	**Thanksgiving Day**	Thursday, November 27, 2025
4.	**Friday After Thanksgiving Day**	Friday, November 28, 2025
5.	**Christmas Eve**	Wednesday, December 24, 2025
6.	**Christmas Day**	Thursday, December 25, 2025
7.	**New Year's Eve**	Wednesday, December 31, 2025
8.	**New Year's Day**	Thursday, January 1, 2026
9.	**Martin Luther King, Jr. Day**	Monday, January 19, 2026
10.	**President's Day**	Monday, February 16, 2026
11.	**Friday before Easter Sunday**	Friday, April 3, 2026
12.	**Easter Monday**	Monday, April 6, 2026
13.	**Memorial Day/September 11 (Remembrance Day)**	Monday, May 25, 2026
14	**Juneteenth National Independence Day**	Friday, June 19, 2026
15.	**Independence Day (Observed)**	Friday, July 3, 2026
16.	**Labor Day**	Monday, September 7, 2026
17.	**Personal Holiday***	Date subject to department director's approval and after being employed with the City for one (1) year
18.	**Personal Holiday***	
19.	**Personal Holiday***	
20.	**Wellness Day****	Must have been employed with the City of Laredo for at least one (1) year and be covered under the City's Medical plan
21.	**Wellness Day****	

*The department shall insure that each one of their employees take the holiday assigned to them for that fiscal year; the employee shall take the personal holiday before the end of the fiscal year or lose it. If the employee has to work on their designated holiday, they will be allowed to reschedule their holiday as determined by their department director. To ensure operating efficiency of the department, the employee must submit a three-day written notice unless a personal hardship does not allow for an advance notification.

**Wellness days are earned on a per fiscal year basis and activities must be completed by August 31st of each year to be eligible for the wellness days. Wellness day(s) off must be requested at least three-days in advance in order to ensure the operating efficiency of the respective department. Wellness Days off must be taken within the same fiscal year wellness activities were completed. Wellness Days will not carry over from one fiscal year to the next. A minimum of one wellness day must be taken (may not be broken down nor be used to complete hours). Employees who have worked less than one year may still participate in wellness activities; however, reward(s) will not be available.

CITY OF LAREDO

Annual Budget



Fiscal Year
October 1, 2025 - September 30, 2026

Prepared By:
Budget Department

This budget will raise more revenue from total property taxes than last year's budget by an amount of $13,523,779 which is a 11.94 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $4,024,459.

This additional amount is due entirely to increases in property tax valuations and new property added to the tax roll and NOT to any increase of the tax rate of $.507623, current proposed budget reflects a tax rate of $0.506090.

City of Laredo

City Council

Meeting Date: 9/15/2025 **Final Readings 14.**

SUBJECT
Final Reading of Ordinance 2025-O-173, creation of Article VI, entitled “Mitigation Rates for Emergency and Non-Emergency Services” of Chapter 12 of the Code of Ordinances of the City of Laredo entitled “Fire Protection and Prevention” to authorize mitigation rates for Fire Department services. Fees will be deposited into the General Fund.

PREVIOUS COUNCIL ACTION
Public Hearing and Introductory Ordinance passed on September 2, 2025.

BACKGROUND
Billing for mitigation rates. The City, or its designee, shall bill hourly mitigation rates at a minimum of one hour and in 15-minute increments thereafter, for the delivery of the following categories of services by the City of Laredo Fire Department to the scene of emergency and non-emergency incidents:

(1) Motor vehicle accident service;
(2) Extrication service;
(3) Vehicle fire service;
(4) Aircraft accident service;
(5) Helicopter landing zone preparation service;
(6) Technical rescue service;
(7) Gas leaks service;
(8) Hazardous material service;
(9) Water incident service;
(10) Back country or special rescues service;
(11) Residential structure fire service;
(12) Commercial structure fire service;
(13) Elevator response service;
(14) Additional apparatus/personnel requested on-scene;
(15) Specialized equipment or supplies.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this final reading.

Fiscal Impact

Fiscal Year: 2025-2026

Budgeted Y/N?:	Y
Source of Funds:	General Fund
Account #:	101-0000-332-2053
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Fees will be deposited into the General Fund account number 101-0000-332-2053.

ORDINANCE NO: 2025-O-173

AN ORDINANCE CREATING ARTICLE VI, ENTITLED "MITIGATION RATES FOR EMERGENCY AND NON-EMERGENCY SERVICES" OF CHAPTER 12 OF THE CODE OF ORDINANCES OF THE CITY OF LAREDO, TEXAS, ENTITLED "FIRE PROTECTION AND PREVENTION" TO AUTHORIZE MITIGATION RATES FOR FIRE DEPARTMENT SERVICES, PROVIDING FOR CODIFICATION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Council of the City of Laredo, Texas ("City Council") to protect the public health, safety, and welfare; and

WHEREAS, the Laredo Fire Department ("Department") provides emergency and non-emergency services in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, the emergency and non-emergency services response activity to incidents continues to increase each year, while environmental protection requirements involving equipment and training also create additional demands on all operational aspects of Department services; and

WHEREAS, the City of Laredo, Texas ("City") desires to implement a fair and equitable procedure by which to bill for mitigation rates, and establish a collection system per applicable laws, regulations, and guidelines; and

WHEREAS, the Department recommends amending the City of Laredo Code or Ordinances for the purpose of adding authorization for a schedule of mitigation rates for fire department services; and

WHEREAS, the City is a home-rule municipality acting under its Charter adopted, and amended, by the electorate pursuant to Article 11, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, pursuant to Texas Local Government Code, Title 2, Subtitle D, Chapter 54, Section 54.004, as amended, a home-rule municipality may enforce ordinances necessary to protect health, life, and property, and to preserve the good government, order, and security of the municipality and its inhabitants; and

WHEREAS, upon full review and consideration of all matters attendant and related thereto, the City Council is of the opinion this ordinance should be approved and adopted.

WHEREAS, a public hearing and introductory ordinance was held on September 2, 2025.

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

SECTION 1. The City of Laredo shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies, and equipment to the scene of emergency and non-emergency incidents as listed in "EXHIBIT A". The mitigation rates shall be based on actual costs of the services and that which is usual, customary, and reasonable (UCR) as shown in "EXHIBIT A", which may include any services, personnel, supplies, and equipment, and with baselines established by addendum to this document.

SECTION 2. A claim shall be filed with the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

SECTION 3. The City of Laredo City Council may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

SECTION 4. It is found and determined that all formal actions of the City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of the City Council, and that all deliberations of the City Council and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Ordinances of the City Council.

SECTION 5. That the Code of Ordinances is hereby amended to create Article VI, entitled "Mitigation Rates - for Emergency and Non-Emergency Services" of Chapter 12, entitled "Fire Protection and Prevention" of the City of Laredo Code of Ordinances to read as follows.

SECTION 6. The Mitigation Rates listed in Exhibit A will increase by 1.5% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.

Article VI. Mitigation Rates – for Emergency and Non-Emergency Services

Section 12.91. Definitions.

"At-Fault Party." The person or entity determined by a competent authority to have caused or contributed to the incident through negligence, reckless conduct, violation of law, or other fault, including vicarious or strict liability where applicable.

"Determination of Fault." A written finding identifying the At-Fault Party, issued by: (1) a peace-officer crash report (CR-3) or other official investigative report; (2) a Fire

Marshal or City investigator's report; (3) a written acceptance of liability by an insurer; or (4) a court order, judgment, or binding administrative decision.

"Not-At-Fault Motorist." A driver involved in a motor-vehicle incident who is not the At-Fault Party.

"Uninsured Motorist." A motorist who, at the time of the incident, lacked proof of financial responsibility as defined in the Texas Transportation Code, Chapter 601.

Section 12.92. Purpose. The City of Laredo Fire Department provides emergency and non-emergency services in connection with motor vehicle incidents and other emergency incidents. The emergency and non-emergency services response activity to incidents continues to increase each year, while environmental protection requirements involving equipment and training also create additional demands on all operational aspects of the City of Laredo Fire Department services. The City desires to implement a fair and equitable procedure by which to bill for mitigation rates and establish a collection system in accordance with applicable laws, regulations, and guidelines.

Section 12.93. Liability for Fees.

(a) Non-Responsible Parties. Persons or entities determined to be Not At Fault shall not be liable for any fee under this ordinance.

(b). Uninsured, Not-At-Fault Motorists — Explicit Protection. An Uninsured Motorist who is Not At Fault shall not be assessed any fee under this ordinance. The City and its contractors are prohibited from billing, invoicing, sending to collections, or otherwise seeking payment from such motorists.

(c). Unknown or Unassigned Fault. If, after reasonable efforts, no At-Fault Party is identified, the City shall not shift costs to other involved parties; unrecovered costs may be absorbed in accordance with adopted fiscal policy.

(d). Subsequent Changes. If a Determination of Fault is later revised, the City shall cancel or refund any fee rendered inconsistent with the final determination within thirty (30) days of notice.

Section 12.94. Determination of Fault.

(a). Basis. Billing shall rely on a Determination of Fault.

(b). Timing. The City will defer billing to individuals until a Determination of Fault is available or an insurer has accepted liability in writing.

(c). Evidentiary Presumption. A peace-officer crash report or official investigative report creates a rebuttable presumption of fault for City billing purposes.

(d). Appeals. Any person billed may request administrative review under Section 12.100 (Appeals) within thirty (30) days. ***If the appellant provides evidence that they are Uninsured and Not-At-Fault, the City shall cancel the invoice and, if payment was already made, issue a refund within thirty (30) days.***

Section 12.95. Rates Adopted. The City Council shall approve the hourly mitigation rates for emergency and non-emergency services via resolution.

Section 12.96. Rules, regulations, and guidelines. The City Manager, or his/her designee, is authorized to make rules, regulations, and guidelines consistent with this article, as he/she may deem necessary with respect to billing logistics for the mitigation rates or the collection thereof. The City Manager, or his/her designee, may from time to time amend, revoke, or add rules, regulations, and guidelines consistent with this article.

Section 12.97. Procedure.

(a) *Billing for mitigation rates.* The City, or its designee, shall bill hourly mitigation rates at a minimum of one hour and in 15-minute increments thereafter, for the delivery of the following categories of services by the City of Laredo Fire Department to the scene of emergency and non-emergency incidents:

(1) Motor vehicle accident service;

(2) Extrication service;

(3) Vehicle fire service;

(4) Aircraft accident service;

(5) Helicopter landing zone preparation service;

(6) Technical rescue service;

(7) Gas leaks service;

(8) Hazardous material service;

(9) Water incident service;

(10) Back country or special rescues service;

(11) Residential structure fire service;

(12) Commercial structure fire service;

(13) Elevator response service;

(14) Additional apparatus/personnel requested on-scene;

(15) Specialized equipment or supplies.

(b) *Collection of mitigation rates.*

(1) *Claim filed with insurance carrier.* The City, or its designee, shall establish a collection system in which a claim shall be filed with the insurance carrier of the responsible party(ies) in accordance with applicable laws, regulations, and guidelines.

(2) *Balance billing.* Except for situations involving reckless, knowing, or intentional behavior/activities, as those terms are defined in V.T.C.A., Penal Code Section 6.03, after a claim is submitted to an insurance carrier, the City will not balance bill the following persons:

1. Uninsured, Not-At-Fault Motorists

2. City of Laredo residents; or

3. Residents of a district or area that the City has an interlocal or mutual aid agreement to provide emergency or non-emergency services by the city fire department and the scene of the emergency or non-emergency is outside the city and within the area covered by the interlocal or mutual aid agreement that does not charge City of Laredo residents for services.

(3) *Reckless, knowing, or intentional behavior/activities.* In cases where documented evidence indicates reckless, knowing, or intentional behavior as defined in V.T.C.A. Penal Code § 6.03, the City Manager may authorize balance billing, unless waived for City of Laredo residents (excluding businesses or corporate entities)."

(4) *No insurance carrier.* No uninsured motorist shall be billed directly for any costs associated with emergency response, fire suppression, rescue operations, hazardous material containment, or any other services covered under this ordinance. This exemption applies strictly to individuals who lack valid automobile liability insurance coverage at the time services are rendered, as verified through legally accepted documentation or state reporting systems.

(5) *Itemized response.* Custom mitigation rates may be billed for any independent event, at the request of the Fire Chief of the City of Laredo Fire Department or his/her designee. Such incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used, at rates deemed usual, customary, and reasonable ("UCR").

(6) *Revenue Fund*. The City shall deposit all revenue for fire mitigation fees into an insurance recovery special revenue fund.

(7) *Annual Review*. Every October, City staff shall provide a report to the City Council regarding the fire mitigation fee program, including the number and type of incidents, total fees billed and collected by incident type, and recommendations of any requested changes to this ordinance and/or the fire mitigation fee schedule.

(8) *Savings*. All rights and remedies which have accrued in favor of the City under this Ordinance and amendments thereto shall be and are preserved for the benefit of the City.

(d) *Billing & Collection Guardrails.*

(1) *Vendor Requirements.* Any third-party billing vendor shall:

1. Prevent generation of invoices to Uninsured, Not-At-Fault Motorists;
2. Suppress collection activity upon receipt of an appeal or revised Determination of Fault; and
3. Provide a monthly exception report listing all accounts

(2) *Write-Off Authority*. The City Manager or designee may designate unrecoverable accounts for write-off; such action shall not trigger billing to other Not-At-Fault parties.

Section 12.98. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 12.99. Repealer. All ordinances and parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict.

Section 12.100. Appeals.

(a) Right to Appeal. The City shall designate a third-party billing contractor to administer the appeals process for all invoices issued under this Article. The authorized third party shall have full authority to:

1. 1. Receive and review written appeals from individuals or entities billed under this Article;
2. Request and collect additional documentation or statements from the appellant and relevant parties;
3. Evaluate the merits of the appeal in accordance with the requirements of this Article;
4. Issue a final written determination granting or denying the appeal.

The appeals process shall comply with all timelines, submission requirements, and procedural standards established in this Article.

Section 12.101. Codification. It is the intent of the City Council of the City of Laredo, Texas, that the provisions of this Ordinance shall be codified in the City's official Code of Ordinances as provided hereinabove.

PASSED BY THE CITY OF LAREDO CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO, MD
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOANH T. NGUYEN
CITY ATTORNEY

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

EXHIBIT A

[i]MITIGATION RATES

The mitigation rates below are average "billing levels" and are typical for the incident responses listed; however, when a claim is submitted, it will be itemized and based on the actual services provided.

[ii]MOTOR VEHICLE INCIDENTS

Level 1 - Motor Vehicle Accident -$602.00
Provide hazardous materials assessment and scene stabilization. This is the most common "billing level" and will occur most every time the fire department response to an accident/incident.

Level 2 - Motor Vehicle Accident - $687.00
This includes Level 1 services as well as clean-up and materials used for hazardous fluid clean-up and disposal. We will bill at this level if the fire department must clean up any or other automotive fluids that are spilled because of the accident/incident.

Level 3 – Car Fire - $838.00
Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, TIC use, foam, structure protection, and clean up gasoline or other automotive fluids spilled due to the accident/incident.

Level 4 – Electric Vehicle (EV) Car Fire – $838, plus cost of blanket.

ADDITIONAL RATES

1. **Fire Engine - $554.00 per hour**
2. **Aerial Truck - $693.00 per hour**
3. **Chief Officer - $347.00 per hour**
4. **Miscellaneous Equipment - $416.00**
5. **Heavy Extrication Tools Used - $1,811.00**
6. **Creating Landing Zone - $553.00**

ADD-ON SERVICES:

Extrication - $1,811.00
Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - $553.00
This includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or utilized to transport the patient(s).

HAZMAT

Level 1 - $972.00
Basic Response: The claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up, and command.

Level 2 - $3,473.00
Intermediate Response: The claim will include engine response, first responder assignments, a hazmat-certified team, and appropriate equipment, perimeter establishment, evacuations, and the set-up of a command and decon center. Personal protective equipment (PPE) will include Level A or B suit donning, breathing air, and detection equipment.

Level 3 – $8,199.00
Advanced Response: The claim will include an engine response, first responder assignments, a hazmat-certified team, appropriate equipment, perimeter establishment, evacuations, and the set-up of the command and decon center. PPE to include level A or B donning, breathing air, and detection equipment. Will include detection equipment, recovery and identification of materials, disposal, and environmental cleanup, as well as the rate. Consists of 3 hours of on-scene time – **each additional hour over is billed at $366 per hour, per HAZMAT team.**

ADDITIONAL APPARATUS ON-SCENE (for all levels of service)
Engine billed at $554.00 per hour.
Truck billed at $693.00 per hour.

FIRES
Assignment - $554.00 per hour, per engine / $693.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire/Hazard Control

ILLEGAL FIRES

Assignment - $554.00 per hour, per engine / $693.00 per hour, per truck
When a fire is started by any person(s) that requires the Laredo Fire Department to respond during a time or season when fires are regulated or controlled by local or state rules, provisions, or ordinances because of pollution or fire danger concerns. The person(s) will be liable for the Laredo Fire Department response as a cost, not to exceed the actual expenses incurred by the Laredo Fire Department. Similarly, if a fire is started where permits are required for such a fire, and the permit is not obtained and the Laredo Fire Department is required to respond to contain the fire, the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the department. The actual expenses will include direct labor, equipment costs, and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1 - Billed at $554/hour plus $68 per hour, per person
Basic Response: Claim will include engine response, first responder assignments. This will be the most common “billing level” and will occur almost every time the Laredo Fire Department has to respond to a water incident.

Level 2 - Billed at $1,110/hour plus $68 per hour, per person.
Intermediate Response: Includes Level 1 actions as well as cleanup and materials needed for hazmat spill. We will bill at this level if the Laredo Fire Department must clean up small amounts of gasoline or other fluids as a result of the incident.

Level 3 - Billed at $2,747/hour plus $68 per hour, per person.
Advance Response: Includes services above, as well as DART activation, and recovery and identification of materials associated. It will also include the fees for environmental disposal fees.

BACK COUNTRY OR SPECIAL RESCUE
Itemized Response: Each incident will be billed with custom mitigation rates that are deemed usual, customary and reasonable (UCR). These incidents will be billed itemized per apparatus, per rescue person, plus the rescue products used.

Minimum billed at $554 for the first response vehicle, plus $68 per rescue person. Additional rates of $554 per hour per response vehicle and $58 per hour per rescue person.

CHIEF RESPONSE
This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at $290 per hour.

GAS LEAKS (Natural)

Level 1 – Natural Gas leak, outside without fire - $523/hour
Description: Minimal danger to life, property, and the environment, leak typically for mechanical damages to a meter or pipe.

Level 2 – Natural Gas leak, Outside with Fire - $748/hour, plus $68 per hour, per person.
Description: Moderate danger to life, property, and the environment, leak typically caused from mechanical damage with nearby operating equipment causing a fire.

Level 3 – Natural Gas leak inside structure - $932/hour, plus $68 per hour, per person.
Description: Significant danger to life, property, and the environment, leak is typically difficult to identify and locate.

[i] The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

[ii] Note: MVC fees are assessed only to the At-Fault Party or their insurer. Uninsured motorists who are Not At Fault are not billed.

City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 15.**

SUBJECT
Authorizing the City Manager to purchase Excess Aviation Insurance for the Laredo International Airport, including coverage for General Liability, Terrorism, Risk Insurance Act and War, with Victor O. Shinnerer & Co, Inc, through Chubb Insurer in and amount not to exceed $50,142.66 for coverage from October 1, 2025, through October 1, 2026. Funding is available in the Airport Operations Fund.

PREVIOUS COUNCIL ACTION
September 16, 2024

BACKGROUND
The Laredo International Airport is required to carry Excess Aviation for General Liability, Terrorism Risk Insurance Act and War, for the Airport. The Airport will be acquiring said insurance through Victor O. Shinnerer & Co, Inc, through Chubb Insurer in an amount not to exceed $50,142.66 for coverage for October 1, 2025, through October 1, 2026.

This insurance coverage is purchased annually, and it is done to add a layer of financial protection for unexpected events that can potentially cause catastrophic results within our airport operations.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this motion.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Airport Fund
Account #:	242-3605-583-97-25
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Insurance General Liability Account: 242-3605-583-9725
FY2026 Annually Excess Aviation.

CHUBB®

1100 Poydras Street, Suite 2150
New Orleans, LA, 70163
Tel 504-310-3609
Fax 504-310-3610

TO:	Caroline Lane VICTOR INSURANCE MANAGERS INC, HOUSTON, Texas, 77002-2096	**FROM:**	Ann Carrero
EMAIL:	caroline.lane@victorinsurance.com	**DATE SENT:**	August 7, 2025

SUBJECT: **City of Laredo**

COMMENTS: We have pleasure in enclosing our Excess Airport Owners and Operators quotation(s) in respect of the referenced Insured.

Thank you for the opportunity to provide you with this quotation.

Best Regards,

Ann M. Carrero

Ann Carrero

Annual Premium:	$42,494
TRIA Annual Premium:	$4,249
War Premium:	$4,249, reduces to $1,062 if TRIA coverage also purchased
Surplus Lines Taxes:	$2,318.54, incl. TRIA and War coverage
Surplus Lines Fees:	$ 19.12, incl. TRIA and War coverage
Total Premium:	$50,142.66, incl. TRIA and War coverage

Total Premium Excluding TRIA and War coverage: $44,571.96

SURPLUS LINES NOTICE:

THIS INSURANCE CONTRACT IS WITH AN INSURER NOT LICENSED TO TRANSACT INSURANCE IN THIS STATE AND IS ISSUED AND DELIVERED AS A SURPLUS LINE COVERAGE UNDER THE TEXAS INSURANCE STATUTES. THE TEXAS DEPARTMENT OF INSURANCE DOES NOT AUDIT THE FINANCES OR REVIEW THE SOLVENCY OF THE SURPLUS LINES INSURER PROVIDING THIS COVERAGE, AND THIS INSURER IS NOT A MEMBER OF THE PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION CREATED UNDER CHAPTER 462, INSURANCE CODE. CHAPTER 225, INSURANCE CODE, REQUIRES PAYMENT OF A 4.85 PERCENT TAX ON GROSS PREMIUM.

1100 Poydras Street, Suite 2150
New Orleans, LA 70163
Tel 504-310-3609
Fax 504-310-3610

TO:	Caroline Lane VICTOR INSURANCE MANAGERS INC HOUSTON, Texas 77002-2096	**FROM:**	Ann Carrero
		RISK ID:	112560
EMAIL:	caroline.lane@victorinsurance.com	**DATE SENT:**	August 7, 2025

EXCESS AIRPORT OWNERS AND OPERATORS LIABILITY QUOTATION

WITH

ILLINOIS UNION INSURANCE COMPANY

(AA S&P, A++ BEST)

In accordance with your request, we are pleased to provide the following quotation:

Please read this Quotation carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this Quotation are not included. The terms and conditions of this Quotation supersede the submitted insurance specifications and all prior proposals and binders. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

This Quotation has been constructed in reliance on the data provided in the submission. A material change or misrepresentation of that data voids this Quotation.

This quotation is not a binder of insurance. In no event will this quotation remain open beyond 30 days from the quote issuance date shown above or the coverage effective date, whichever comes first.

This quotation is subject to the Assured's producer being duly licensed in his/her resident state; in addition, the producer must hold a non-resident license in the state in which the Assured is domiciled if different from the producer's resident state.

NAMED INSURED:	**City of Laredo**
NAMED INSURED'S ADDRESS:	5210 Bob Bullock Loop Laredo, Texas, 78045

PERIOD: From: October 1, 2025 To: October 1, 2026
both days at 12:01 a.m. Local Time at the address of the Named Insured

INTEREST: The Insured's legal liability to which this policy applies, arising out of the Insured's Airport operations at the following airport location(s):

F.A.A. ID	State	Name
KLRD	TX	Laredo International Airport, Laredo, TX

SUM INSURED: $10,000,000 each occurrence/offense in respect of Bodily Injury, Personal and Advertising Injury and Property Damage combined, subject to the following limitations:

Products-Completed Operations Annual Aggregate Limit. $10,000,000
Personal Injury and Advertising Injury Annual Aggregate Limit. $10,000,000
Malpractice Annual Aggregate Limit. $10,000,000
Extended Coverage – War, Hi-jacking and Other Perils Annual Aggregate Limit. $10,000,000
Fire Damage Limit Any One Fire. . . . . $ 50,000
Medical Expense Limit Any One Person. . . . . Not Insured
Hangarkeepers not "in flight" Limit Any One Occurrence. $10,000,000
Hangarkeepers not "in flight" Limit Any One Aircraft. $10,000,000
Non-Owned Aircraft Liability Limit Any One Occurrence. . . . . Not Insured

And the Total Limits under this insurance and the Coverage document of the primary insurer, combined being

$50,000,000 each occurrence/offense in respect of Bodily Injury, Personal and Advertising Injury and Property Damage combined, subject to the following limitations:

Products-Completed Operations Annual Aggregate Limit. $50,000,000
Personal Injury and Advertising Injury Annual Aggregate Limit. $25,000,000
Malpractice Annual Aggregate Limit. $25,000,000
Extended Coverage – War, Hi-jacking and Other Perils Annual Aggregate Limit. $50,000,000
Fire Damage Limit Any One Fire. . . . . $ 50,000
Medical Expense Limit Any One Person. . . . . Not Insured
Hangarkeepers not "in flight" Limit Any One Occurrence. $50,000,000
Hangarkeepers not "in flight" Limit Any One Aircraft. $50,000,000
Non-Owned Aircraft Liability Limit Any One Occurrence. . . . . Not Insured

CONDITIONS:

Schedule of Policy Forms applicable to airports and locations in: **Texas**

Form Reference and Edition	Title
AAP 200 (10-24)	Excess Liability Policy - Jacket
TML AP XS 9/6/2007 V3S	Excess Liability Policy Declarations
TML AP XS 9/6/2007 V3	Excess Liability Policy
TML AP XS 9/6/2007 War	Extended Coverage War, Hi-Jacking and other Perils Endorsement (if purchased)

AAP 270 (01/15)	Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism (if purchased)
ALL-20887 (10/06)	ACE Producer Compensation Practices & Policies
ALL-21101 (11/06)	Trade or Economic Sanctions Endorsement
ALL-4Y30F (06/15)	Texas Notice -Information and Complaints
IL P 001 (01/04)	U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
SL-34255b (04/23)	Service of Suit Endorsement
TR-19604e (08/20)	Notice Of Terrorism Insurance Coverage
WSG-084 (05/11)	Surplus Lines Notice

ANNUAL GL Premium: **$42,494**

ANNUAL TRIA Premium: **$4,249**

ANNUAL WAR Premium: **$4,249** reducing to **$1,062** if TRIA coverage also purchased.

The War and TRIA coverages and premiums are quoted on an "if required" basis and may be rejected by the insured.

Surplus Lines Taxes: 4.85%
Surplus Lines Fees: .040%

The Surplus Lines Broker designated below is responsible for the billing, collection and filing of any Surplus Lines taxes and any other fees applicable to this risk.

Surplus Lines Broker

Victor Insurance Managers, Inc.
500 Dallas St., Suite 1400
Houston, TX 77002

S/L License No. 16097

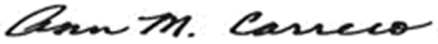
TEXAS SURPLUS LINES NOTIFICATION

THIS INSURANCE CONTRACT IS WITH AN INSURER NOT LICENSED TO TRANSACT INSURANCE IN THIS STATE AND IS ISSUED AND DELIVERED AS A SURPLUS LINE COVERAGE UNDER THE TEXAS INSURANCE STATUTES. THE TEXAS DEPARTMENT OF INSURANCE DOES NOT AUDIT THE FINANCES OR REVIEW THE SOLVENCY OF THE SURPLUS LINES INSURER PROVIDING THIS COVERAGE, AND THIS INSURER IS NOT A MEMBER OF THE PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION CREATED UNDER CHAPTER 462, INSURANCE CODE. CHAPTER 225, INSURANCE CODE, REQUIRES PAYMENT OF A 4.85 PERCENT TAX ON

GROSS PREMIUM.

Please note that you do not have authority to bind the above insurance. Please contact us if you wish to bind this insurance. We look forward to receiving your instructions and thank you for your inquiry.

On behalf of Illinois Union Insurance Company



By

Authorized Representative

CHUBB®

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% , OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

_____ I hereby elect to purchase terrorism coverage for a prospective premium of $4,249

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

_____	Illinois Union Insurance Company
Policyholder/Applicant's Signature	Insurance Company
City of Laredo	N02202967 019
Print Name	Policy Number
_____	
Date	

TR-19604e (08/20)

CHUBB®

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YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% , OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

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_____	Illinois Union Insurance Company
Policyholder/Applicant's Signature	Insurance Company
City of Laredo	N02202967 019
Print Name	Policy Number
_____	
Date	

TR-19604e (08/20)

FY25-049 Excess Aviation Insruance

RECOMMENDATION PANEL Rating Tabulation

Tabulation by: Patricia Perez

Panel Members:
Robeles - Risk Manager Risk Mgmt
De Luna Jr. - Operations Manager Airport
Kar Manuel
Carolyn Miller - President/Senior Consultant RWL Group

Ratings were done in increments of 5		***Firms Listed in Alphabetical Order***				
Evaluation Criteria	MAXIMUM RATING *	Victor Insurance Managers	vendor name	vendor name		
COST OF SERVICES	**180**	175				
QUALIFICATIONS AND KEY PERSONNEL	**30**	25				
CONTRACTORS RESPONSIVENESS TO TECHNICAL REQUIREMENTS	**90**	80				
TOTAL POINTS	***300***	*280*				

Solicitation Open Date: 06/13/2025 ***Solicitation Close Date: 07/30/2025***

Panel Recommendation: Select

Comments

FY25-049 Excess Aviation Insurance Addendum 2

Victor Insurance Managers

Supplier Response

Event Information

Number:	FY25-049 Excess Aviation Insurance Addendum 2
Title:	RFP Excess Aviation Insurance - Airport
Type:	Request For Proposal
Issue Date:	6/13/2025
Deadline:	7/30/2025 05:00 PM (CT)
Notes:	Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered. The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Contact Information

Contact: Patricia Perez
Address: Financial Services
Public Works
5512 Thomas Ave.
Laredo, TX 78040
Phone: (956) 794-1737 x1737
Email: pperez@ci.laredo.tx.us

Victor Insurance Managers Information

Address: 500 Dallas St Suite 1400
Houston, TX 77002
Phone: (713) 787-2436

By submitting your response, you certify that you are authorized to represent and bind your company.

Caroline Lane
Signature

caroline.lane@victorinsurance.com
Email

Submitted at 7/30/2025 04:05:50 PM (CT)

Response Attachments

City of Laredo Proposal.pdf

Excess Aviation Proposal Documents

Conflict of Interest Form.pdf

Conflict of Interest Form

_Form_1295.pdf

Form 1295

Non-Collusive Affidavit.pdf

Non-Collusive Affidavit

Bid Attributes

1	**Award by Best Value** Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code ☑ I agree
2	**Terms and Conditions Request for Proposals** **TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS** These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents. **GENERAL CONDITIONS** Vendors are required to submit Proposals upon the following expressed conditions: (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation. (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to

the vendor.
(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:
(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
(d) Proposed delivery time must be shown and shall include business days.
(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.
3.0 SUBMISSION OF PROPOSALS
(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.
(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.
(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.
(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.
(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.
4.0 REJECTION OF PROPOSALS The City may reject a proposal if:
(a) Vendor misstates or conceals any material fact in the proposal.
(b) Proposal does not strictly conform to the law or the requirements of the proposal.
(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any proposal.
5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.
7.0 CLARIFICATION AND PROTEST PROCEDURE
(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO

PURCHASING AGENT Jaime E. Zapata, MPA 5512 Thomas Avenue, Laredo, Texas 78041 jezapata@ci.laredo.tx.us _ Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Jaime E. Zapata, MPA, 5512 Thomas Avenue, Laredo, Texas 78041 jezapata@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.

Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon

receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

3	**Insurance Terms and Conditions** **INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract. (a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit. (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate. (c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage. (d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract. (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability. (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows: 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability. 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions. 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies. 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage. 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance. 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances. 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo. 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following: 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein. 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo. (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies. **(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.** (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract. (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract. ☑ I agree my insurance meets minumum requirements

4	**Disqualification & Debarment Certification** **DISQUALIFICATION & DEBARMENT CERTIFICATION** By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill. ☑ I certify to the terms and conditions

5	**Contract Requirements**

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

6	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors that apply or bid for an award 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. ☑ I have read and understand this section
7	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
8	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Victor Insurance Managers - Michael McClanahan - 713-787-2431
9	**State how long under has the business been in its present business name** 6 years.
10	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
11	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
12	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? 1) No. 2) No. 3) No. 4) No. 5) No.
13	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? 1) No. 2) No. 3) No.
14	**State if the Company is a certified minority business enterprise** This company is not a certified minority business

15 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

16 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

17 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

18 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

19 **This is a**

New Submission

20 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Caroline E Lane

21 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

A) Airport Excess Liability B) Airport

22 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Victor Insurance Managers

23	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
24	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
25	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
26	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
27	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
28	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. *No response*
29	**Question 7. Disclosure of political contributions** List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) Not Applicable
30	**Question 7. Disclosure of political contributions** If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. *No response*
31	**Updates on contributions required** Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

32 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

33 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

34 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section

35 **Question 10. No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section

36 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised

37 **Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

1) Michael McClanahan 2) Program Manager 3) Victor Insurance Managers 4) 07/29/2025

38 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

☑ I swear or affirm information is correct

39 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

40	**Addendum** The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete. **Important Notice:** • Addendum notifications will be sent to the email address associated with each submission. • It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged. • Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete. ☑ Acknowledge
41	**Addendum # 1 Acknowledgment** See Addendum #1 Notice Letter Updated Selection Criteria - Section J ☑ Acknowledgement
42	**Addendum # 2 Acknowledgement** See Addendum #2 Notice Letter Copy of the current coverage document - The Texas Municipal League Intergovernmental Risk Pool provides the City of Laredo with its primary Airport Liability coverage. Attachment A ☑ Acknowledgement

Bid Lines

1	**Introduction** The City of Laredo, located in far southwest Texas, owns the Laredo International Airport. The primary airport liability is covered through the Texas Municipal League Intergovernmental Risk Pool. Steady increases in premium costs have made it necessary to now conduct an annual RFP. The current carrier providing excess airport liability is Illinois Union Insurance Company (Chubb). **Purpose** The City of Laredo is seeking insurance proposals for the City to respond to the excess liability exposures presented by Laredo International Airport. This RFP process is restricted to this part of the City's exposure. It does not include any other part of the City's operations or exposures. ************See Attachment Tab for more Bid Specifications************** **The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.** Item Notes: Please include Price with Proposals.

Response Total: 0



REQUEST FOR PROPOSAL

2025

Excess Aviation Insurance

FOR

THE CITY OF LAREDO INTERNATIONAL AIRPORT

VICTOR

500 Dallas Street, Suite 1400 • Houston, TX • 77002
Phone: 713-787-2400
www.VictorInsurance.com

July 30, 2025

Financial Services, Public Works
5512 Thomas Ave.
Laredo, TX 78040

RE: EXCESS AVIATION INSURANCE PROPOSAL
Response to Request for Proposal – 2025 Excess Aviation Insurance – City of Laredo

To whom it may concern,

Enclosed is our response to the Request for Proposal for Excess Aviation Insurance for the City of Laredo, TX. This proposal is being made on behalf of Victor Insurance Managers LLC (Victor).

Victor has been the broker of record for Laredo's Excess Aviation needs for 23 years. We look forward to the opportunity to again serve the aviation needs of the city.

Victor has over 40 years of experience working exclusively with public entities. Victor has partnered with your property carrier, Texas Municipal League Intergovernmental Risk Pool (TMLIRP) since 1983 to ensure your overall property program is aligned to serve your needs.

I am confident our proposal will meet or exceed your expectations, and we look forward to having the opportunity to work with the City of Laredo again.

Thank you in advance for your consideration.

Sincerely,

Michael McClanahan
Public Entity Program Manager, Senior Vice President
Victor Insurance Managers LLC

Table of Contents

1. Executive Summary
2. Proposal Quote - Chubb
3. Bid Response Forms
    - Servicing Criteria
    - Claims Services
    - General Requirements
    - Proposal Form
    - Exception Form
4. Resumes & Organization Chart
5. **Errors & Omissions Certificate of Insurance**
6. Documents to Bind
7. Policy Forms

City of Laredo, TX
Response to Request for Proposal – Excess Aviation Insurance

Executive Summary

We appreciate the City of Laredo affording us the opportunity to participate in this Request for Proposal for Excess Aviation Insurance, and we are pleased to present you with our detailed proposal for consideration.

Victor Insurance Managers LLC
Victor Insurance Managers LLC (Victor) is one of the largest and most experienced underwriting managers of specialty insurance programs in the world. Victor has been in business for over 65 years and has had a Houston based team dedicated to public entities for over 40 years. Our office has partnered with the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) since 1983 and currently serves the insurance needs of over one hundred TMLIRP members (over 500 policies) along the Gulf Coast.

Victor has served as the excess aviation broker for the City of Laredo for the last 23 years. We are confident that our experience, capabilities, and enclosed proposal will give us the opportunity to serve the City of Laredo and your excess aviation needs once again.

Servicing Plan
The Victor Houston team consists of six full-time employees with over 60 years of combined public entity experience. The details of our following proposal will demonstrate that we will exceed all your servicing criteria as it relates to our overall experience, servicing capabilities, agency resources, technical skills, and capabilities specific to windstorm.

Our servicing plan for the city is comprised primarily of two components – a general service plan as it relates to your policy management, and a claim servicing plan in the event of a claim. The details of our proposal will highlight each of these plans with a single point of contact for servicing or for reporting claims. Although you will have a single point of contact, our entire Houston team will be available to respond to all your service needs and be your advocate for claims.

Marketing Philosophy
Our marketing philosophy primarily aligns with the philosophy of Laredo in that we also wish to develop a relationship with our clients and carrier partners. This is demonstrated not only with our prior relationship with Laredo, but also with our 100+ current public entity client relationships that have existed for many years - if not decades. Victor retains well over 95% of its public entity clients each year.

Proposal Highlights
Utilizing the markets assigned to Victor, we attempted to provide the most competitive quote for the City's excess aviation coverage.

Below are the market responses received from the assigned carriers:

Carrier	**Response**
Chubb – Illinois Union Insurance Company	Quoted $55,713.38 Including TRIA & War Coverage $49,523.82, excluding TRIA & War Coverage
Great American Insurance Group	Not writing monoline airports
Old Republic	Not writing excess only, requires primary liability
Allianz Aviation	No response received

In Conclusion
Thank you again for the opportunity to present this proposal for your consideration. As demonstrated in our history with Laredo, we are confident our experience and technical expertise will exceed your service expectations while executing a proven strategy to ensure you receive the most competitive excess aviation options now and in the future.

We are available for a meeting to discuss our quotes in detail upon request.

CHUBB®

1100 Poydras Street, Suite 2150
New Orleans, LA, 70163
Tel 504-310-3609
Fax 504-310-3610

TO:	Caroline Lane VICTOR INSURANCE MANAGERS INC, HOUSTON, Texas, 77002-2096	**FROM:**	Ann Carrero
EMAIL:	caroline.lane@victorinsurance.com	**DATE SENT:**	July 18, 2025

SUBJECT: **City of Laredo**

COMMENTS: We have pleasure in enclosing our Excess Airport Owners and Operators quotation(s) in respect of the referenced Insured.

Thank you for the opportunity to provide you with this quotation.

Best Regards,

Ann M. Carrero

Ann Carrero

Annual Premium:	$47,215
TRIA Annual Premium:	$4,721
War Premium:	$4,721, reducing to $1,180 if TRIA coverage also purchased
Surplus Lines Taxes:	$2,576.13, incl. TRIA and War coverage
Surplus Lines Fees:	$21.25, incl. TRIA and War coverage
Total Premium:	$55,713.38, incl. TRIA and War coverage

Total Premium Excluding TRIA and War coverage: $49,5213.82

SURPLUS LINES NOTICE:

THIS INSURANCE CONTRACT IS WITH AN INSURER NOT LICENSED TO TRANSACT INSURANCE IN THIS STATE AND IS ISSUED AND DELIVERED AS A SURPLUS LINE COVERAGE UNDER THE TEXAS INSURANCE STATUTES. THE TEXAS DEPARTMENT OF INSURANCE DOES NOT AUDIT THE FINANCES OR REVIEW THE SOLVENCY OF THE SURPLUS LINES INSURER PROVIDING THIS COVERAGE, AND THIS INSURER IS NOT A MEMBER OF THE PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION CREATED UNDER CHAPTER 462, INSURANCE CODE. CHAPTER 225, INSURANCE CODE, REQUIRES PAYMENT OF A 4.85 PERCENT TAX ON GROSS PREMIUM.

1100 Poydras Street, Suite 2150
New Orleans, LA 70163
Tel 504-310-3609
Fax 504-310-3610

TO:	Caroline Lane VICTOR INSURANCE MANAGERS INC HOUSTON, Texas 77002-2096	**FROM:**	Ann Carrero
		RISK ID:	112560
EMAIL:	caroline.lane@victorinsurance.com	**DATE SENT:**	July 18, 2025

EXCESS AIRPORT OWNERS AND OPERATORS LIABILITY QUOTATION

WITH

ILLINOIS UNION INSURANCE COMPANY

(AA S&P, A++ BEST)

In accordance with your request, we are pleased to provide the following quotation:

Please read this Quotation carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this Quotation are not included. The terms and conditions of this Quotation supersede the submitted insurance specifications and all prior proposals and binders. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

This Quotation has been constructed in reliance on the data provided in the submission. A material change or misrepresentation of that data voids this Quotation.

This quotation is not a binder of insurance. In no event will this quotation remain open beyond 30 days from the quote issuance date shown above or the coverage effective date, whichever comes first.

This quotation is subject to the Assured's producer being duly licensed in his/her resident state; in addition, the producer must hold a non-resident license in the state in which the Assured is domiciled if different from the producer's resident state.

NAMED INSURED:	**City of Laredo**
NAMED INSURED'S ADDRESS:	5210 Bob Bullock Loop Laredo, Texas, 78045

PERIOD: From: October 1, 2025 To: October 1, 2026
both days at 12:01 a.m. Local Time at the address of the Named Insured

INTEREST: The Insured's legal liability to which this policy applies, arising out of the Insured's Airport operations at the following airport location(s):

F.A.A. ID	State	Name
KLRD	TX	Laredo International Airport, Laredo, TX

SUM INSURED: $10,000,000 each occurrence/offense in respect of Bodily Injury, Personal and Advertising Injury and Property Damage combined, subject to the following limitations:

Products-Completed Operations Annual Aggregate Limit. $10,000,000
Personal Injury and Advertising Injury Annual Aggregate Limit. $10,000,000
Malpractice Annual Aggregate Limit. $10,000,000
Extended Coverage – War, Hi-jacking and Other Perils Annual Aggregate Limit. $10,000,000
Fire Damage Limit Any One Fire. . . . . $ 50,000
Medical Expense Limit Any One Person. . . . . Not Insured
Hangarkeepers not "in flight" Limit Any One Occurrence. $10,000,000
Hangarkeepers not "in flight" Limit Any One Aircraft. $10,000,000
Non-Owned Aircraft Liability Limit Any One Occurrence. . . . . Not Insured

And the Total Limits under this insurance and the Coverage document of the primary insurer, combined being

$50,000,000 each occurrence/offense in respect of Bodily Injury, Personal and Advertising Injury and Property Damage combined, subject to the following limitations:

Products-Completed Operations Annual Aggregate Limit. $50,000,000
Personal Injury and Advertising Injury Annual Aggregate Limit. $25,000,000
Malpractice Annual Aggregate Limit. $25,000,000
Extended Coverage – War, Hi-jacking and Other Perils Annual Aggregate Limit. $50,000,000
Fire Damage Limit Any One Fire. . . . . $ 50,000
Medical Expense Limit Any One Person. . . . . Not Insured
Hangarkeepers not "in flight" Limit Any One Occurrence. $50,000,000
Hangarkeepers not "in flight" Limit Any One Aircraft. $50,000,000
Non-Owned Aircraft Liability Limit Any One Occurrence. . . . . Not Insured

CONDITIONS:

Schedule of Policy Forms applicable to airports and locations in: **Texas**

Form Reference and Edition	Title
AAP 200 (10-24)	Excess Liability Policy - Jacket
TML AP XS 9/6/2007 V3S	Excess Liability Policy Declarations
TML AP XS 9/6/2007 V3	Excess Liability Policy
TML AP XS 9/6/2007 War	Extended Coverage War, Hi-Jacking and other Perils Endorsement (if purchased)

AAP 270 (01/15)	Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism (if purchased)
ALL-20887 (10/06)	ACE Producer Compensation Practices & Policies
ALL-21101 (11/06)	Trade or Economic Sanctions Endorsement
ALL-4Y30F (06/15)	Texas Notice -Information and Complaints
IL P 001 (01/04)	U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
SL-34255b (04/23)	Service of Suit Endorsement
TR-19604e (08/20)	Notice Of Terrorism Insurance Coverage
WSG-084 (05/11)	Surplus Lines Notice

ANNUAL GL Premium: **$47,215**

ANNUAL TRIA Premium: **$4,721**

ANNUAL WAR Premium: **$4,721** reducing to **$1,180** if TRIA coverage also purchased.

The War and TRIA coverages and premiums are quoted on an "if required" basis and may be rejected by the insured.

Surplus Lines Taxes: (4.85%) $2,576.13 - Includes Taxes amount if TRIA and War also purchased

Surplus Lines Fees: (.040%) $21.25 - Includes Fees amount if TRIA and War also purchased

Total Premium: $55,713.38, including TRIA and War coverage
$49,523.82, excluding TRIA and War coverage

The Surplus Lines Broker designated below is responsible for the billing, collection and filing of any Surplus Lines taxes and any other fees applicable to this risk.

Surplus Lines Broker

Victor Insurance Managers, Inc.
500 Dallas St., Suite 1400
Houston, TX 77002

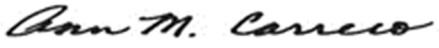
S/L License No. 16097

TEXAS SURPLUS LINES NOTIFICATION

THIS INSURANCE CONTRACT IS WITH AN INSURER NOT LICENSED TO TRANSACT INSURANCE IN THIS STATE AND IS ISSUED AND DELIVERED AS A SURPLUS LINE COVERAGE UNDER THE TEXAS INSURANCE STATUTES. THE TEXAS DEPARTMENT OF INSURANCE DOES NOT AUDIT THE FINANCES OR REVIEW THE SOLVENCY OF THE SURPLUS LINES INSURER PROVIDING THIS COVERAGE, AND THIS INSURER IS NOT A MEMBER OF THE PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION CREATED UNDER CHAPTER 462, INSURANCE CODE. CHAPTER 225, INSURANCE CODE, REQUIRES PAYMENT OF A 4.85 PERCENT TAX ON GROSS PREMIUM.

Please note that you do not have authority to bind the above insurance. Please contact us if you wish to bind this insurance. We look forward to receiving your instructions and thank you for your inquiry.

On behalf of Illinois Union Insurance Company



By

Authorized Representative

CHUBB®

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% , OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

_____ I hereby elect to purchase terrorism coverage for a prospective premium of $4,721

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

	Illinois Union Insurance Company
Policyholder/Applicant's Signature	Insurance Company
City of Laredo	N02202967 019
Print Name	Policy Number
Date	

TR-19604e (08/20)

CITY OF LAREDO

SERVICING CRITERIA FORM

Please use this form to respond to Item J of Section II. Each bidder must clearly and specifically address all of the criteria requested in these sections.

1. Number of Years in Business:
   - Victor Insurance Managers LLC (Victor) has been a leading underwriting manager of professional liability and specialty lines of coverage for over 65 years, with a dedicated public entity team for over 40 years.

2. Size of agency and staff:
   - The Houston Public Entity Group is made up of six full-time employees.

3. Experience of staff:
   - The group has over 60 years combined public entity experience with the majority of our business located in Texas. As such, we are well versed in the needs of public entities within the state.

4. Professional servicing capabilities:
   - The team's public entity experience and knowledge, our access to markets, and our relationship with TMLIRP, allows us to provide the necessary coverages for members with exposures not covered in the TMLIRP program.
   - The combined relationship with TML means a single point of contact for claims reporting and coordination.

5. Capability and willingness of agency resources to personally respond to the professional needs of the insured in a timely manner:
   - The group works together to ensure that you are always able to contact someone during business hours.

6. Technical skills of staff:
   - The Houston Public Entity Group has provided a broad array of services to TMLIRP for more than 40 years including, but not limited to, underwriting and policy administration, marketing, accounting, consulting, reinsurance placement, claims management & loss control. TMLIRP is one of the largest public entity pools in the country.
   - Victor currently writes over 500 policies for TMLIRP members.

7. Service Plan:
   - Victor Insurance is committed to providing outstanding service and support for your insurance needs. Our comprehensive servicing plan encompasses review of schedules, binders, quotes, as well as conducting visits, facilitating policy deliveries, and advocating for claims within a timely manner.
   - With our dedicated team, we will aim to address any inquiries promptly within a 24-hour timeframe during business hours.
   - Our core point of contact will be Caroline Lane and can be reached via email at Caroline.lane@victorinsurance.com or by phone at 713-787-2436. However, our commitment extends beyond individual contacts. Our entire Houston team is available to respond to service requests. The qualifications of our personnel are detailed in the individual resumes included in this submission.
   - The accompanying flow chart will further outline servicing and claims handling expectations.

Policy Management Plan

90 Days Prior to Renewal - Solicitation of Renewal

60 Days Prior to Renewal - Submit application to carriers for quoting

20-30 Days Prior to Renewal - Proposals received and sent to City for review

10-15 Days Prior to Renewal - Final changes to quote and submit request to bind

Policy Renewal - Binder & invoice notices sent to City for proof of coverage

60 Days Post Renewal - Policy delivery and post-renewal meeting

6 Months Post Renewal - Client service meeting

CITY OF LAREDO

CLAIMS SERVICES FORM

1. What is the location of the office that will be handling the City's account?

Chubb Aerospace Claims

525 W Monroe, 7th Floor

Chicago, IL 60661

2. Is there 24-hour claims service? Yes X No _____

After hours claims reporting should be emailed to Trevor Davis at trevor.davis@chubb.com

3. Will the City be consulted on the disposition of all claims over $5,000?

Yes _____ No X

4. Will the City receive detailed quarterly loss runs which show each claimant's name, date of accident, description of injury, paid, reserved, and total incurred losses by line of coverage and department, plus a summary of aggregate losses for each previous year in which you provided the coverage?

Yes X No _____

5. Please attach claims reporting guidelines that the insured must comply, and samples of all claim-reporting forms used. Guidelines attached. No claim form required. A written description of the loss and any details should be included in the first notice email to Aerospace Claims.

6. Please provide a description of the specific loss control services that will be available to the City, and indicate any additional fees for such services.

Attached is brochure of complimentary loss control service Chubb provides for the airport.

7. Please provide any additional information you feel would be relevant.

8. Please provide a specimen copy of the MIS Claims Report

Authorized Signature	Company	Date
	Victor Insurance Managers	7/29/2025

CHUBB®

CLAIMS REPORTING INFORMATION

All claim services for your airport and aircraft insurance underwritten by Chubb companies are handled by Chubb Aerospace Claims in Chicago. The staff of Chubb Aerospace Claims is one of the most experienced and efficient in the aviation claims business. Trevor Davis, experienced Casualty Claims Manager, is responsible for administering your claims on a day-to-day basis.

All claims should be reported to Aerospace Claims as soon as practicable, in order for us to establish immediate contact with claimants and initiate any necessary investigation. An initial report of claim may be emailed to Aerospacefirstnotice@chubb.com or faxed to 877-201-4125. To ensure prompt attention, it is recommended that any transmission be confirmed with a phone call. Where possible, pictures of the accident scene should be obtained during your initial investigation.

Because Chubb Claims has gone paperless, it is imperative that you put the addressee's name and claim number on all correspondence and note contact changes below.

FIRST NOTICE OF LOSS: **Email** **AerospaceFirstNotice@chubb.com**
Fax **877-201-4125**

	Contact	Phone	Cell	E-Mail
Primary	Trevor Davis	312-612-8808	312-448-4492	Trevor.Davis@chubb.com
Secondary	Manny Molina	312-775-7872	312-848-7318	Manny.Molina@chubb.com

All claims that require reporting after hours, should be directed to Trevor Davis.
If you are served with a summons or suit, please call immediately and forward the papers via overnight delivery.

MAILING ADDRESS
Chubb Claims
P. O. Box 5101
Scranton, PA 18505-0500

OVERNIGHT DELIVERY ADDRESS
Chubb Aerospace Claims
525 W. Monroe, 7th Floor
Chicago, IL 60661

Should you have any questions concerning our claims handling procedures, please feel free to contact us at any time.

CITY OF LAREDO

LOSS-CONTROL SERVICES FORM

1. What is the name and location of the safety professional(s) who will be handling this account? The City prefers local representation, if possible (within 50 miles of Laredo).

   Ginga Griffin is the program manager and can be reached at 770-518-9210. Team members for inspection and safety services are located in Dallas, TX and Houston, TX. They are certified aviation risk engineers.

2. Indicate what loss-control and safety-engineering services will be provided automatically or at the request of the City at no charge.

   The following brochure provides information on the services provided by Chubb Risk Engineering Services (RES) and are available free of charge.

3. Indicate what loss-control and safety services will be provided at the expense of the City, and the cost for each (hourly rate).

   Services are provided free of charge to the City.

4. Attach a specimen servicing agreement.

Authorized Signature	Company	Date
	Victor Insurance Managers	7/29/2025

Chubb Aerospace

Chubb Risk Engineering Services

Airport Liability and Casualty Risk Control Services for Airports

CHUBB



Chubb Aerospace provides airport liability products and services, including insurance, claims handling, risk consultative services, and loss information systems. With your insurance policy, you are not only afforded reliable protection, but we also help and support your efforts to prevent accidents and control the costs of claims.

Access to risk control services, provided by Chubb Risk Engineering Services (Chubb RES), is one distinct benefit that airports across the country have realized. Chubb RES provides a full range of safety and risk control consultative services to large, medium, and small commercial airports, as well as general aviation airports.

Airport management can garner support and benefits from Chubb RES in a number of ways:

- Protecting human resources and the public is one of the most important goals of an organization's risk management strategy. Chubb RES can assist by helping you identify and assess risks of airport operations and activities, including airside, terminal, and landside. Since 1999, Chubb RES has employed a dedicated, national staff of consultants who deploy safety consultations for both airports and aviation service providers. Members of this staff are experienced, qualified, and certified by the American Association of Airport Executives.

  Chubb RES knows your industry and that FAR Part 139 establishes a baseline for aircraft movement area safety. In addition, we are knowledgeable regarding the other risks of non-movement areas, ramps, ground handling, fueling, construction, terminal, parking, roadways, transportation, and security activities that also need to be managed. We understand the type of accidents that might result from these activities, as well as what accidents have previously occurred at airports. We can help you continually assess both the likelihood and severity of a loss at your airport.

- Chubb RES brings our best practices to the table. These are industry-tested solutions that can help you avoid or reduce liability risks. Our consultants identify safety best practices that have worked for other airports and communicate these practices within the industry.

Additionally, Chubb RES has prepared white papers for the industry, discussing high loss areas. We participate in working groups for the airport industry association, Airports Council International – North America, to further promote safety initiatives and best practices for the airport industry.

Chubb RES maintains real-time access to airport loss information. We use this information to identify trends and root causes of loss for the industry. We also develop aggregate airport liability incident rates to benchmark an airport's loss picture as compared to averages among similar airports. This airport liability benchmark data has been produced since the year 2000, and is exclusively prepared by Chubb Aerospace. It is, however, made available to all airports upon request on a confidential basis.

- **Controlling costs of loss and risk management measures** are important goals of airport risk managers and municipalities that own airports. Chubb RES's risk control efforts are aligned with this goal, and we work to help you prevent accidents and reduce the severity of incidents, should they occur. We work to identify complex aviation hazards as well as common ones, such as trip and fall hazards, which can lead to accidents and claims. Additionally, we recommend practical and economic measures to help eliminate or mitigate dangers. We understand the financial challenges that airports face, and we respect this by providing cost-effective alternatives or remedies to identified hazards.

At Chubb RES, we are well aware of the importance of risk management functions in complex airport environments. To help manage the costs of loss we continually promote the risk management discipline as an integral part of management organizations at airports.

- Chubb has many **specialty consultative services** available to airports. We have full time consultants in the following areas: Safety Management Systems (SMS), fall prevention, industrial hygiene, environmental, ergonomics, construction, fleet safety, workers compensation, program auditing, boiler and machinery, and Leadership in Energy and Environmental Design (LEED). These consultants can be called upon to assist your airport with safety practices and procedures. In addition, Chubb has a fully accredited environmental health laboratory to analyze air samples, when needed.

Some of our specialty consultative services utilized by airports include:

- SMS process development
- Ramp safety evaluations for ground handling
- Industrial hygiene air sampling in terminals and baggage handling areas
- Worker hazard assessments of new bag conveyor systems
- Contractor and ongoing construction safety assessments
- Driver safety programs for airport-owned bus and shuttle fleets
- Physical and administrative controls for tenant operations and activities, as well as transportation service providers (taxis)
- Slip, trip, and fall assessments in new terminals and train stations, consolidated rental car facilities, etc., prior to opening
- Slip resistance testing in terminals and parking areas
- Accident investigation and risk assessment training
- Review and development of airfield electrical safety, confined space and hot work permit programs
- Job safety analyses

The broad spectrum of expertise and diverse capabilities possessed by Chubb RES in the aviation industry enable us to offer our clients a single consulting resource to help identify, assess, evaluate, and address the broad spectrum of airport loss control needs. Chubb RES can be a valuable resource – one that will help you protect your most valuable assets.

Contact Us:

Jerry Ruth
Senior Vice President
Chubb Aerospace, Airports and Special Risk
Jerry.Ruth@chubb.com
504.310.3604

Ginga Griffin
Principal HSE Consultant
Chubb Risk Engineering Services
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Chubb. Insured.℠

Chubb is the marketing name used to refer to subsidiaries of Chubb Limited providing insurance and related services. For a list of these subsidiaries, please visit our website at www.chubb.com. Insurance provided by ACE American Insurance Company and its U.S. based Chubb underwriting company affiliates. All products may not be available in all states. This communication contains product summaries only. Coverage is subject to the language of the policies as actually issued. Surplus lines insurance sold only through licensed surplus lines producers.

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GENERAL REQUIREMENTS

THE POLICY INCLUDES THE FOLLOWING:

Coverage Includes: (Indicate Yes/No and Premium, If Any)

1. Named Insured (Per Section II)
   X Yes ____ No Included Premium

2. Sixty-day cancellation and non-renewal notice
   ____ Yes X No ____ Premium
   30-day Notice Included

3. Notice of claims provisions (Per Section II)
   ____ Yes X No ____ Premium
   See Exceptions

4. Failure to disclose provision (Per Section II)
   X Yes ____ No ____ Premium
   There is an exception as written in Notification of Claims condition

5. Automatic coverage for newly acquired/formed organizations
   ____ Yes X No ____ Premium

6. Indicate term of program quoted (one-year or three-year) and any special renewal provisions.
   One year 10/01/25-10/01/26

7. Carrier(s) meet *A.M. Best* requirements. X Yes ____ No

8. Carrier(s) on NAIC approved list and acceptable to Texas Insurance Department.
   X Yes ____ No

9. Service of Suite Endorsement Included. X Yes ____ No

10. Policy(ies) comply with applicable surplus lines laws.
    X Yes ____ No

	Victor Insurance Managers	7/29/2025
Authorized Signature	Company	Date

PROPOSAL FORM FOR AIRPORT EXCESS LIABILITY

1. Proposed Insurer

2. Please show premiums for the following:

Limits	Premiums
Airport Excess Liability $40,000,000	$47,215
War, Hijacking, and Terrorism $40,000,000	TRIA: $4,721 War: $4,721. *if both are purchased, War will be $1,180.
Hangerkeepers Legal Liability $40,000,000 Occurrence $40,000,000 Any One Aircraft	Included
Malpractice $40,000,000	Included, however at $15M Limit

3. Indicate if the following coverage extensions are included and the additional premium, if any:

a. Sudden and accidental pollution

_____ Yes _X_ No _____ Premium

"Hostile fire" exception to pollution exclusion.

_____ Yes _X_ No _____ Premium

Building heating equipment exception to pollution exclusion.

_____ Yes _X_ No _____ Premium

b. Automatic waiver of subrogation.

_____ Yes _X_ No _____ Premium

c. Blanket contractual liability.

_____ Yes _X_ No _____ Premium

d. Contractual personal injury coverage.

_____ Yes _X_ No _____ Premium

Personal injury includes employment-related offenses.

_____ Yes _X_ No _____ Premium

Personal injury includes shock, mental anguish and injury, humiliation and discrimination.

_X_ Yes _____ No Included Premium

See exceptions page

e. Automatic additional insured where required by written agreement.

_____ Yes __X__ No _____ Premium

f. Host liquor liability.

_____ Yes __X__ No _____ Premium

g. Amended definition of occurrence.

__X__ Yes _____ No _____ Premium

Refer to Expected or Intended Injury on primary policy exclusions page.

h. Employees included as insureds.

__X__ Yes _____ No Included Premium

i. Coverage for XCU hazards and construction operations.

_____ Yes __X__ No _____ Premium

j. Non-owned watercraft liability.

_____ Yes __X__ No _____ Premium

k. Coverage for punitive damages where not barred by law.

_____ Yes __X__ No _____ Premium

l. Coverage for worldwide products/completed operations.

Refer to definition of "Coverage Territory" in primary policy, Definition Item 8.

_____ Yes _____ No _____ Premium

m. Coverage extended to premises, operations and independent contractors.

_____ Yes __X__ No _____ Premium

If no, please explain._____

_____

_____

4. Please indicate if premium quoted is flat or auditable and composite rate.
Flat

5. Please indicate method of premium payment (monthly, quarterly, annually, etc.)
Annually

6. Please explain any special conditions or exceptions applicable to this coverage on the exception page. _____

_____

7. Are specimen policy forms and endorsements included for ***all*** lines of insurance?

__Y__ Yes _____ No

Authorized Signature | Victor Insurance Managers (Company) | 7/29/2025 (Date)

EXCEPTION FORM FOR AIRPORT EXCESS LIABILITY

Please use this page to explain any differences between the specification requirements and your proposal. This form must list all exceptions/additions to the specifications by line of coverage. Failure to list exceptions accurately could result in disqualification and rejection of your proposal.

Please specifically list and explain all exceptions/additions to any item in Section II - General Underwriting Requirements.

General Requirements:
1. Named Insured follows form of Primary Coverage for Who is a Covered Party

3. Notice of claims is included but not modified to show knowledge of claim upon receipt by Risk Management Manager of the City of Laredo.

Proposal Form:
Limits of Liability:
Malpractice Limit: $15m xs of $10m Primary
Personal/Advertising Injury: $15m xs of $10m primary

d. Definition of "bodily injury" in the Primary Policy, amended on excess policy to add the following:
"Bodily injury also means fear of bodily injury, sickness, disease, fright, or mental anguish."
The definition does not list shock, humiliation and discrimination coverage.

Authorized Signature	Victor Insurance Managers Company	7/29/2025 Date

Mike McClanahan

Vice President and Program Manager, Public Entities
(713) 787-2431
michael.mcclanahan@victorinsurance.com

Mr. McClanahan is Senior Vice President and Program Manager for the Public Entity Program in Houston, Texas for Victor Insurance Managers LLC. Mr. McClanahan's primary role includes office manager, account manager, casualty reinsurance broker and manager for brokered policy services for retail, wholesale, and MGA programs for Houston.

Mr. McClanahan has thirty years' experience in underwriting and brokerage services with the most recent eighteen years devoted to public entity clients and pool partners. Mr. McClanahan began his career in sales as a licensed agent. Prior to joining Victor Insurance Managers LLC in 2006, he held various commercial underwriting positions for major carriers including Hartford, Zurich, and ACE. Mr. McClanahan's areas of expertise include underwriting, reinsurance program negotiation, and individual brokered account services.

Mr. McClanahan holds a Bachelor of Science degree in Finance from Illinois State University. In addition, Mr. McClanahan is a General & Surplus Lines licensed agent in all 50 states, as well as licensed Reinsurance Broker, Reinsurance Manager and Managing General Agent.

Heena Patel

Senior Account Executive, Vice President, Public Entities
(713) 787-2424
Heena.Patel@victorinsurance.com

Heena Patel is Vice President and Senior Account Executive for the Public Entity Program in Houston, Texas for Victor Insurance Managers LLC. Heena's primary role is Account Executive for risk pool clients and management of all brokered policy services for individual pool members.

Heena has been with Victor Insurance for over 30 years and has dedicated her career to public entity insurance. Heena's experience includes brokering ancillary coverages for various state pools as well as assuming lead positions for public entity programs in Texas, Connecticut, Illinois, Pennsylvania, North Carolina, and several other states. Her expertise is in creative underwriting, multiparty negotiation skills, business analytics/ valuations, coverage analysis/comparisons and new business presentations. Currently, Heena is responsible for all levels of cyber, windstorm, flood, general liability, and other ancillary coverages.

Heena holds a Bachelor of Science degree in Finance from Angelo State University. In addition, Heena has an AU designation, as well as General Lines and Surplus Lines Licenses in Texas.

Jessica Mendez

Account Executive, Assistant Vice President, Public Entities
(713) 787-2412
Jessica.mendez@victorinsurance.com

Jessica Mendez is Assistant Vice President and Account Executive for the Public Entity Program in Houston, Texas for Victor Insurance Managers LLC. Jessica's primary role is Account Executive for risk pool clients and management of all brokered policy services for individual pool members.

Jessica has over fifteen years of experience in underwriting and brokerage services with the most recent four years devoted to public entity clients and risk pool partners. Jessica began her career in sales as a licensed agent with State Farm, and she later transitioned into commercial liability underwriting before joining Victor Insurance Managers in 2020. In her current role, Jessica's responsibilities include account management, brokering various coverages for public entities such as Property, Liability, Cyber, Fiduciary, Flood, and Windstorm.

Jessica holds a Bachelor's degree in Marketing from The University of Houston. In addition, Jessica holds a General Lines license, Surplus Lines License, and a Life, Accident, Health & HMO license in Texas.

Elizabeth Torres

Account Executive, Assistant Vice President, Public Entities
(713) 787-2413
elizabeth.torres@victorinsurance.com

Elizabeth Torres is an Account Executive and Assistant Vice President within the Public Entities Program for Victor Insurance Managers, LLC in Houston, Texas.

Ms. Torres has 24 years of experience in the insurance industry and has held multiple positions with the following companies: State Farm, Amica, USI Insurance Services-Insurance Brokerage and Consulting, and Marsh McLennan Private Client Services. In 2021, Ms. Torres made a lateral move to Victor (A Subsidiary of Marsh & McLennan Companies) where she currently focuses on a variety of coverages for public entities, such as but not limited to, Bonds, Crime, Fiduciary, Flood, Property, and Windstorm. Ms. Torres' role includes account management, wholesale and retail brokerage, negotiations with carriers, quoting, remarketing, and managing new business submissions, while managing an assigned book of business. Ms. Torres has worked with a multitude of carriers, notably AIG, CHUBB, Cincinnati, PURE, The Hartford, Travelers, Wright Flood, and many others.

Ms. Torres is currently completing her Bachelor of Business Administration in International Business with a Double Major in Spanish from the University of Houston. In addition, she holds the following licenses and designations:

TX Resident License, Property, Casualty
Non-Resident Licenses, Property, Casualty, In the states of AZ, AR, CA, CO, MS, NJ, NM, and VA
AINS Designation, Associate in Insurance, The Institutes
API Designation, Associate in Personal Insurance, The Institutes

Caroline Lane

Account Executive, Assistant Vice President, Public Entities
(713) 787-2436
Caroline.lane@victorinsurance.com

Caroline Lane is an Account Executive and Assistant Vice President for the Public Entity Program in Houston, Texas for Victor Insurance Managers LLC. Caroline's primary role is managing public entity accounts, servicing policies, and maintaining long-standing relationships with cities, school districts, and other municipal clients.

Caroline has nearly three years of experience in the insurance industry and five years in prior management roles. Before joining Victor in March of 2025, Caroline served as a customer Service Director at a State Farm agency, where she led a team and worked closely with clients in both sales and service capacities.

In her current position, Caroline is responsible for account management, policy servicing, and client retention for a wide range of risk pool members and individual public entities. Her expertise spans across multiple lines of coverage, with a focus on renewals, compliance, and high-touch service delivery.

Caroline holds a General Lines License and a Life, Accident, Health & HMO License in Texas. She is passionate about supporting local governments and institutions through dependable insurance solutions and exceptional client care.

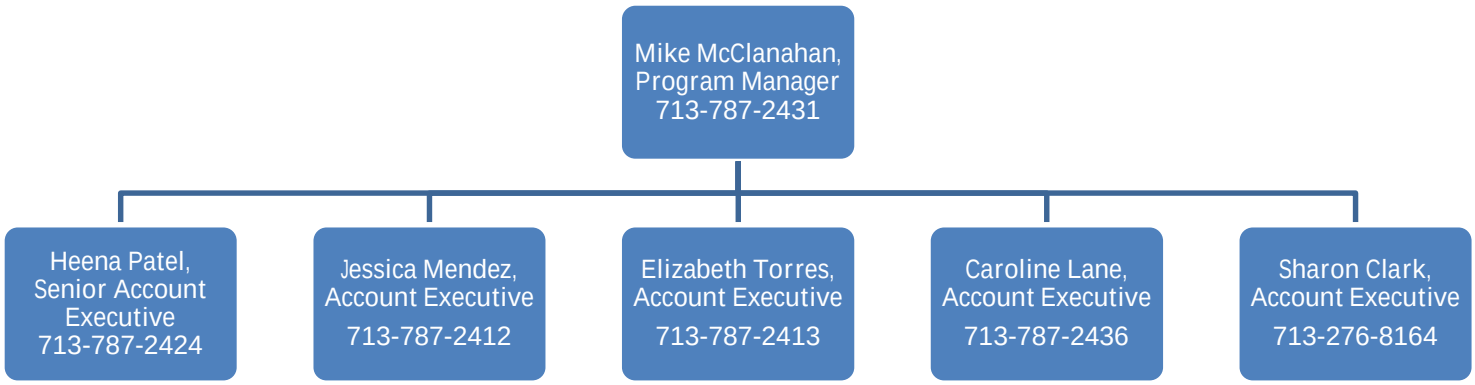
Sharon Clark

Account Executive, Assistant Vice President, Public Entities
(713) 276-8164
sharon.clark@victorinsurance.com

Sharon Clark is Assistant Vice President and Account Executive for the Public Entity Program in Houston, Texas for Victor Insurance Managers LLC. Sharon's primary role is Account Executive for risk pool clients and management of all brokered policy services for individual pool members.

Sharon has 8 years of experience in the insurance industry. She began her career in insurance as a licensed State Farm Agency Owner. She has also worked as an Independent Agent and as an Agency Business Consultant with Farmers Insurance. Sharon joined Victor Insurance in 2025, In her current role, Sharon's responsibilities include account management and brokering various coverages for public entities such as Property, Liability, Cyber, Fiduciary, Flood, and Windstorm.

Sharon holds a General Lines Property and Casualty License and a Life, Accident, Health & HMO license in Texas.


Mike McClanahan,
Program Manager
713-787-2431
Heena Patel,
Senior Account
Executive
713-787-2424
Jessica Mendez,
Account Executive
713-787-2412
Elizabeth Torres,
Account Executive
713-787-2413
Caroline Lane,
Account Executive
713-787-2436
Sharon Clark,
Account Executive
713-276-8164

EPSILON (US) INSURANCE COMPANY

463 Mountain View Drive, Suite 301, Colchester, VT 05446

CERTIFICATE OF INSURANCE

****

INSURED:	Victor Insurance Managers, LLC 7700 Wisconsin Avenue Bethesda, MD 20814
INSURER:	Epsilon (US) Insurance Company
POLICY NUMBER:	9302425
POLICY PERIOD:	September 30, 2024 – September 30, 2025
LIMIT OF LIABILITY:	$20,000,000 per claim
TYPE OF INSURANCE:	Professional Liability

****

CERTIFICATE HOLDER:	Marsh & McLennan Companies, Inc. and any of its Subsidiaries 1166 Avenue of the Americas New York, NY 10036

Should the above described policy be cancelled before the expiration date thereof, the Insurer will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the Insured, the Insurer, their manager, agents or representatives.



Epsilon (US) Insurance Company
Authorized Representative

Date: September 30, 2024

PLEASE REFER ALL INQUIRIES TO MARSH & MCLENNAN COMPANIES, INC., RISK MANAGEMENT DEPT., 1166 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10036

CHUBB®

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% , OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

_____ I hereby elect to purchase terrorism coverage for a prospective premium of $4,721

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

	Illinois Union Insurance Company
Policyholder/Applicant's Signature	Insurance Company
City of Laredo	N02202967 019
Print Name	Policy Number
Date	

TR-19604e (08/20)

CHUBB®

EXCESS LIABILITY POLICY

ILLINOIS UNION INSURANCE COMPANY

525 West Monroe Street, Suite 400
Chicago, IL 60661

IN WITNESS WHEREOF, Illinois Union Insurance Company has caused this policy to be executed and attested. This policy is a valid contract when countersigned by an authorized representative (where required by law).

Brandon Peene, Secretary

Juan Luis Ortega, President

SURPLUS LINES NOTICE:

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus line coverage under the Texas insurance statutes.

The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and this insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

CHUBB®

Excess Liability Policy

Illinois Union Insurance Company

Declarations

Policy No.:	**Previous Policy No.:**

1. NAMED INSURED AND MAILING ADDRESS:

2. POLICY PERIOD:

12 Months **From:** **To:** (at 12:01 a.m. Standard Time at your mailing address shown above)

3. HAZARDS COVERED

The Insured's legal liability arising out of their airport operations as covered by and defined in the Coverage Document of the Primary Insurer.

4. ANNUAL PREMIUM

The premium due hereon is:	$
Plus premium for Extended War etc. Coverage	$
Plus premium for Terrorism Risk Insurance Act Coverage	$
Plus TX Surplus Lines Tax	$
Plus TX Surplus Lines Stamping Fee	$

5. PRIMARY INSURER

6. LIMITS OF LIABILITY (ULTIMATE NET LOSS):

This Policy will pay the DIFFERENCE BETWEEN the Total Limits (Item (b)) and the Primary Limits (Item (a)), as more fully described in the Policy Provisions forming part of this Policy.

(a) PRIMARY LIMITS

Bodily Injury, Personal / Advertising Injury and Property Damage Liability combined $ each occurrence / offense and in the aggregate where applicable, included within which are the following sub- limits:

Products-Completed Operations Aggregate Limit	$
Personal / Advertising Injury Aggregate Limit	$
Malpractice Aggregate Limit	$
Fire Damage Limit Any One Fire	$
Medical Expense Limit Any One Person	$
Hangarkeepers Limit Any One Occurrence	$
Hangarkeepers Limit Any One Aircraft	$
Non-Owned Aircraft Liability Limit Any One Occurrence	$

(b) TOTAL LIMITS under this Policy and the Coverage Document of the Primary Insurer combined.

Bodily Injury, Personal / Advertising Injury and Property Damage Liability combined $ each occurrence / offense and in the aggregate where applicable, included within which are the following sub- limits:

Products-Completed Operations Aggregate Limit	$
Personal / Advertising Injury Aggregate Limit	$
Malpractice Aggregate Limit	$
Fire Damage Limit Any One Fire	$
Medical Expense Limit Any One Person	$
Hangarkeepers Limit Any One Occurrence	$
Hangarkeepers Limit Any One Aircraft	$
Non-Owned Aircraft Liability Limit Any One Occurrence	$

7. UNDERLYING COVERAGE DOCUMENTS OF ITEM 5 ABOVE:

Primary Insurer Coverage Document No.

Primary Limits: As stated in Item 6(a) above.

8. NOTICE OF CANCELLATION:

Minimum period of notice to the Insured: 30 Days, or;

(a) such lesser period as provided for under the Coverage Document of the Primary Insurer in respect of cancellation for non-payment of premium; or

(b) such longer period as may be imposed upon the Primary Insurer by law.

9. Notice of claim should be sent to:

Chubb Aerospace Claims
525 West Monroe Street
Chicago, Illinois 60661
Attn: Vice President, Aerospace Claims

All other notices should be sent to:

Chubb Aerospace
1100 Poydras Street, Suite 2150
New Orleans, Louisiana 70163-1121
Attn: Senior Vice President, Airport & Special Risk

10. ENDORSEMENTS AND NOTICE FORMING A PART OF THIS POLICY ON ITS EFFECTIVE DATE:

Excess Liability Policy Jacket AAP 200 (10/24)
Excess Liability Policy Declarations TML AP XS 9/6/2007 V3S
Excess Liability Policy TML AP XS 9/6/2007 V3
Illinois Union Surplus Lines Notice WSG-084 (05/11)
Service of Suit Endorsement SL-34255b (04/23)
Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses From Certified Acts of Terrorism AAP 270 (01/15)
Chubb Producer Compensation Practices & Policies ALL-20887 (10/06)
Trade or Economics Sanctions Endorsement ALL-21101 (11/06)
Texas Notice – Information and Complaints ALL-4Y30f (06/15)
U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders IL P 001 01 04
Policyholder Disclosure Notice of Terrorism Insurance Coverage TR-45231a (08/20)
Extended Coverage - War, Hi-Jacking and Other Perils Endorsement TML AP XS 9/16/2007 War

These Declarations, together with the policy and endorsements, if any, complete the above-numbered policy.

This policy is made and accepted based upon the statements contained in the “application” and is subject to the provisions and stipulations which are made a part of the policy, together with such other provisions, stipulations, and agreements as may be added.

Signature

_____

By Authorized Representative

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is not covered.

Throughout this policy, the word “Insured” refers to the Named Insured shown in the Declarations and to any other person or entity qualifying as an insured under the “Primary Policy”. The word “Insurer” refers to the company providing this insurance. Other words and phrases that appear in quotation marks have special meanings as set forth in the **DEFINITIONS** section.

INSURING CLAUSE

THE INSURER AGREES, to the extent and in the manner hereinafter provided, to pay on behalf of the Insured those sums which the Insured shall become legally obligated to pay, or by final judgment be adjudged to pay, to any person or persons as damages because of bodily injury, personal injury, advertising injury or property damage caused by an occurrence or an offense during the period of this Policy and arising out of such hazards as are set forth in Item 3 of the Declarations and which are covered by and defined in the “Primary Policy”, except as otherwise provided herein.

PROVIDED ALWAYS THAT:

(a) Liability attaches to the Insurer only in respect of such hazards as set forth in Item 3 of the Declarations and only for such coverages and limits as are shown in Item 6(b) of the Declarations, and then only after the “Primary Insurer” has paid or has been held liable to pay the full amount of its “ultimate net loss” liability as set forth in the Declarations in Item 6(a) and designated as the "Primary Limit(s)"; and then the limits of the Insurer’s liability will be such amount of “ultimate net loss” as will provide the Insured with “total limits” under the “Primary Policy” and this policy, combined, as set forth in Item 6(b) of the Declarations under the designation "Total Limit(s) under this Policy and the policy of the Primary Insurer Combined".

(b) The inclusion of more than one person or entity as the Named Insured, or the inclusion of any additional Insureds under this Policy, shall not in any way operate to increase the Insurer’s limits of liability beyond those provided in Item 8 (Limits of Liability) of the Declarations.

(c) If any of the hazards covered by this Policy are subject to an aggregate Limit of Liability in the “Primary Policy”, then the Limit of Liability under this Policy shall, as respects such hazard, apply in the aggregate for the period of this Policy.

(d) Notwithstanding any of the terms of this Policy which might be construed otherwise, this Policy shall drop down only in the event of a reduction or exhaustion of the “Primary Limit(s)” and shall not drop down for any other reason, including, but not limited to, the inability to collect (in whole or part) any underlying insurance or inability of the Insured to pay, in full, any retention. The risk of inability to collect such underlying insurance (in whole or part), whether because of financial impairment or insolvency of any underlying insurer (including, but not limited to, the “Primary Insurer”) or for any other reason, and the risk of inability or failure of the Insured to pay, in full, any retention, are expressly retained by the Insured and are not in any way or under any circumstances insured or assumed by the Insurer.

(e) With respect to any occurrence or offense covered by the “Primary Policy” or any other insurance to which this Policy applies, the Insurer shall not be called upon to assume charge of the investigation, settlement or defense of any suit brought against the Insured, but the Insurer shall have the right and be given the opportunity to be effectively associated in the defense and trial of any suit relative to any occurrence or offense which, in the Insurer’s opinion, may create liability on the part of the Insurer under the terms of this Policy.

(f) The Insurer shall have the right, and shall be given the opportunity, to effectively associate with the Insured in the investigation, settlement or defense of any claim, even if the “Primary Limit(s)” have not been exhausted.

DEFINITIONS

(a) “Costs” means interest accruing after entry of judgment, and reasonable and necessary investigation, adjustment and legal expenses (excluding, however, all office expenses of the Insured, all expenses for salaried employees of the Insured and general retainer fees for counsel normally paid by the Insured).

(b) "Pollution" means the mere presence of "Pollutants" in any form, as well as the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of "Pollutants" in any form.

(c) "Pollutants" include, without limitation, solid, liquid, gaseous or thermal irritants, any air emission, contaminant, smoke, vapor, soot, fume, acid, alkali, chemical, "waste", or any material alleged to be a possible or probable carcinogenic, odor, waste water, oil or other petroleum product, infectious or medical waste, asbestos or asbestos product, fungus (including mold or mildew or any mycotoxin, spore, scent or byproduct produced or released by fungi, other than any fungi intended by the insured for consumption.)

(d) “Primary Insurer” means the insurer shown in Item 5 of the Declarations.

(e) “Primary Limit(s)” means the limit(s) shown in Item 6(a) of the Declarations.

(f) “Primary Policy” means the insurance policy issued by the “Primary Insurer” and shown in Item 7 of the Declarations.

(g) “Total limit(s)” means the limit(s) shown in Item 6(b) of the Declarations under the designation "Total Limit(s) under this Policy and the policy of the Primary Insurer Combined"

(h) “Ultimate net loss” means the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and other valid and collectible insurances, except the policy of the “Primary Insurer”, and shall exclude all expenses and “costs”.

(i) "Waste" includes materials to be recycled, reconditioned or reclaimed, whether or not the material has been disposed of by you or any person handling the waste.

(j) The definition of "bodily injury" in the “Primary Policy”, shall be amended by adding the following:

"Bodily injury" also means fear of bodily injury, sickness, disease, fright or mental anguish.

(k) Except as provided herein, all other terms have the same meanings in this Policy as they do in the policy issued by the “Primary Insurer” shown in Item 9 of the Declarations.

EXCLUSIONS

The insurance provided hereunder is subject to all exclusions contained in the “Primary Policy”, and is also subject to the following exclusions, even if they do not appear in the “Primary Policy”:

(a) **NOISE AND POLLUTION AND OTHER PERILS.**

This Policy does not cover claims directly or indirectly, occasioned by, happening through, in consequence of:

(1) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith;

(2) "Pollution" or contamination of any kind whatsoever;

(3) electrical or electromagnetic emission or interference of any kind whatsoever;

(4) interference with the use of property; or

(5) any direction, obligation, request, demand, order, or statutory or regulatory requirement, or any voluntary decision to do so, that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of "Pollutants" or "waste";

unless caused by or resulting in a crash, fire, explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

(b) **SILICA EXCLUSION**

This Policy does not apply to:

Bodily injury arising out of, resulting from, or in any way related to, in whole or in part, the respiration, inspiration, inhalation or breathing in of silica,

unless caused by or resulting in a crash, fire, explosion or collision or recorded in-flight emergency causing abnormal aircraft operation.

(c) **DATE RECOGNITION EXCLUSION CLAUSE**

This Policy is subject to the same Date Recognition Exclusion Clause as is contained in the “Primary Policy” and as may be modified by the Date Recognition Limited Coverage Endorsement if attached to and made part of the “Primary Policy”.

(d) **NUCLEAR RISKS EXCLUSION CLAUSE**

(1) This Policy does not cover:

(i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;

(ii) any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from:

(a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

(b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;

(c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

(2) It is understood and agreed that such radioactive material or other radioactive source in paragraph (1) (b) and (c) above shall not include:

(i) depleted uranium and natural uranium in any form;

(ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.

(3) This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:

(i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or

(ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or

(iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.

(4) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:

(i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;

(ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;

(iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

Emitter (IAEA Health and Safety Regulations)	Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300cm^2)
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Bequerels/cm^2 (10^{-4} microcuries/cm^2)
All other emitters	Not exceeding 0.4 Bequerels/cm^2 (10^{-5} microcuries/cm^2)

(iv) the cover afforded hereby may be cancelled at any time by the Insurer giving seven days' notice of cancellation.

(e) **WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION)**

This Policy does not cover claims caused by

(1) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.

(2) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

(3) Strikes, riots, civil commotions or labor disturbances.

(4) Any act of one or more persons, whether or not agents of a Sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.

(5) Any malicious act or act of sabotage.

(6) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.

(7) Hi-jacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the aircraft acting without the consent of the Insured.

Furthermore, this Policy does not cover claims arising whilst the aircraft is outside the control of the Insured by reason of any of the above perils. The aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the aircraft to the Insured at an airfield not excluded by the coverage territory of this Policy, and entirely suitable for the operation of the aircraft (such safe return shall require that the aircraft be parked with engines shut down and under no duress).

(f) **NO EXTENDED COVERAGE.**

Notwithstanding that the "Primary Policy" may provide insurance in respect of some of the perils excluded by the War, Hi-jacking and Other Perils Exclusion Clause (Aviation) forming part of this Policy, it is specifically understood and agreed that no such insurance is provided by this Policy and that the War, Hi-jacking and Other Perils Exclusion Clause (Aviation) forming part of this Policy remains unamended. To this extent, the insurance provided by this Policy shall not follow the provisions of the "Primary Policy".

(g) **FAILURE TO PAY**

This Policy does not apply to any loss, cost, injury, damage, expense, liability or obligation suffered or incurred by the Insured as a result of the inability, refusal or failure to pay of the "Primary Insurer" for any reason whatsoever, including without limitation, any financial impairment, insolvency or liquidation.

CONDITIONS

(a) INCURRING OF COSTS. In the event of claim or claims arising which appear likely to exceed the "Primary Limit(s)", no "costs" shall be incurred by or on behalf of the Insured without the written consent of the Insurer.

(b) APPORTIONMENT OF COSTS. "Costs" incurred by or on behalf of the Insured with the written consent of the Insurer, and for which the Insured is not covered by the "Primary Policy", shall be apportioned as follows:

(1) If any claim or suit can be settled or finally adjusted prior to the commencement of trial for not more than the "Primary Limit(s)", then no "costs" shall be payable by the Insurer.

(2) However, if the amount for which such claim can be so adjusted or settled exceeds the "Primary Limit(s)", then, if the Insurer consents to the proceedings continuing pursuant to (a) above, the Insurer shall contribute to the "costs" incurred by or on behalf of the Insured in the ratio that its proportion of the "ultimate net loss" as finally adjusted bears to the whole amount of such "ultimate net loss".

(3) In the event that the Insured elects not to appeal a judgment in excess of the "Primary Limit(s)", the Insurer may elect to conduct such appeal at its own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Insurer exceed the limit(s) of liability as provided for herein, plus the expenses of such appeal.

(c) APPLICATION OF RECOVERIES. All recoveries or payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Insurer, provided always that nothing in this Policy shall be construed to mean that losses under this Policy are not payable until the Insured's "ultimate net loss" has been finally ascertained.

(d) PRIMARY INSURANCE. Any changes made to the "Primary Policy" prior to the happening of an occurrence or offense for which claim is made hereunder (except as regards limits of liability and policy period, the renewal agreement (if any) and except as otherwise provided herein) shall automatically be included under this insurance, provided that should such changes affect the premium paid or to be paid to the "Primary Insurer", then premium hereon shall be adjusted accordingly.

(e) ATTACHMENT OF LIABILITY. The Insurer's liability to pay under this Policy shall not attach unless and until the "Primary Insurer" shall have admitted liability for the "Primary Limit(s)", or unless and until the Insured has by final judgment been adjudged to pay an amount which exceeds such "Primary Limit(s)", and then only after the "Primary Insurer" has paid or has been held liable to pay the full amount of the "Primary Limit(s)".

(f) OTHER INSURANCE. To the extent there is other insurance providing coverage for a claim under this Policy, other than underlying insurance or insurance that is specifically intended to be excess of this Policy, the liability of the Insurer under this Policy shall be limited to its pro rata share. Under this method, the Insurer's share is based on the ratio that its applicable limit of insurance bears to the "total limits".

(g) MAINTENANCE OF PRIMARY INSURANCE. It is a condition of this Policy that the "Primary Policy" shall be maintained in full effect during the currency of this Policy except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of occurrences or offenses during the policy period.

In respect of the hazards set forth in Item 3 of the Declarations, this Policy is subject to the same warranties, definitions, terms, conditions and exclusions (except as regards the premium, the obligation to investigate and defend, the renewal agreement (if any), the amount and limits of liability other than the deductible or self-insurance provision where applicable, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or as may be added to the "Primary Policy" prior to the happening of an occurrence or offense for which claim is made hereunder.

(h) PREMIUM COMPUTATION AND ADJUSTMENT. The premium for this Policy shall be computed on the basis set forth herein, and the Insured agrees to pay, and the Insurer agrees to return, such additional or return premium as it becomes due.

(i) CANCELLATION. This Policy may be cancelled by the Insured at any time by written notice or by surrendering this Policy. This Policy may also be cancelled by or on behalf of the Insurer by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in the Declarations, written notice stating when thereafter the cancellation shall be effective, such notice being not less than the number of days notice shown in Item 8 of the Declarations. The mailing of notice as aforesaid shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice.

If this Policy shall be cancelled by the Insured, the Insurer shall retain the customary short rate proportion of the premium hereon, except that if this Policy is on an adjustable basis, the Insurer shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated herein whichever is the greater.

If this Policy is cancelled by or on behalf of the Insurer, the Insurer shall retain the pro rata proportion of the premium hereon, except that if this Policy is on an adjustable basis, the Insurer shall receive the earned premium hereon or the pro rata proportion of any minimum premium stipulated herein whichever is the greater.

Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such notice shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(j) NOTIFICATION OF CLAIMS. The Insured, upon knowledge of any occurrence or offense likely to give rise to a claim hereunder, shall give immediate written notice to the person and address shown in Item 10 of the Declarations. However, unless the Insurer is prejudiced by the Insured's failure to comply with this requirement, no provision of this Policy requiring any Insured to give notice of any occurrence, offense, claim or suit, or to forward demands, notices, summonses or legal papers in connection with a claim or suit, will bar coverage under this Policy.

(k) FRAUDULENT CLAIMS. If the Insured shall make any claim knowing the same to be false or fraudulent, as regards the amount or otherwise, this Policy shall become void ab initio (from the beginning) and all claims hereunder shall be forfeited.

(l) CURRENCY. Where the dollar sign ($) appears throughout this Policy, it indicates United States Dollars.

(m) NOTIFICATION OF FIRST NAMED INSURED. Insurer will notify the first Named Insured in writing of:

1. An initial offer to compromise or settle a claim made or suit brought against any Insured under this Policy. The notice will be given not later than the 10th day after the date on which the offer is made;
2. Any settlement of a claim made or suit brought against any Insured under this Policy. The notice will be given not later than the 30th day after the date of the settlement.

(n) COOPERATION. The Insureds shall give the Insurer such information and cooperation as the Insurer may reasonably require.

(o) CHANGES AND ASSIGNMENT. Notice to or knowledge possessed by any person shall not effect a waiver of or change in any part of this Policy or estop the Insurer from asserting any right under the terms of this Policy. The terms of this Policy shall not be waived or changed, and no assignment of any interest under this Policy shall bind the Insurer, except as provided by endorsement issued to form a part hereof, signed by the Insurer or its authorized representative.

(p) TRADE OR ECONOMIC SANCTIONS OR OTHER LAWS OR REGULATIONS. This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the Insurer from providing insurance, including, but not limited to, the payment of claims.

This Endorsement effective
Forms part of Policy Number
Issued to
By

EXTENDED COVERAGE - WAR, HI-JACKING AND OTHER PERILS ENDORSEMENT

This endorsement modifies the insurance coverage provided under this Policy.

1. In consideration of the additional premium shown in the Schedule of this endorsement, paragraphs (1), (3), (4), (5), (6) and (7) of Exclusion (e) are not applicable to the Coverages provided by this Policy, SUBJECT TO all terms and conditions of this endorsement.

2. **Limit of insurance - Aggregate Limit**

   To the extent paragraph 1 above operates to extend the coverage provided by this Policy to a claim that otherwise would have been excluded by paragraphs (1), (3), (4), (5), (6) and/or (7) of Exclusion (e), the most we will pay for all bodily injury and property damage combined under this Policy shall not exceed the Aggregate Limit shown in the Schedule of this endorsement. The Aggregate Limit shown in the Schedule of this endorsement is included within, not in addition to, the Each Occurrence Limit shown in the Declarations.

3. **Exclusions**

   To the extent paragraph 1 above operates to extend the coverage provided by this Policy to a claim that otherwise would have been excluded by paragraph (1) of Exclusion (e), this Policy still does not cover any liability for damage to any form of property situated on the ground outside Canada or the United States of America, unless such damage is caused by or arises out of the use of aircraft.

4. Any term, condition, provision, definition or endorsement, which relates to termination or cancellation of the insurance coverage provided under this Policy, is deleted as respects the coverage provided by this endorsement. Termination or cancellation of the coverage provided by this endorsement shall be governed solely by the provisions contained in this endorsement.

6. **Automatic Termination**

   (a) This endorsement shall TERMINATE AUTOMATICALLY upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following: France, the People's Republic of China, the Russian Federation, the United Kingdom and the United States of America.

   (b) To the extent the coverage under this Policy is extended by the deletion of paragraph (1) of Exclusion (e), this endorsement shall TERMINATE AUTOMATICALLY upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, wheresoever or whensoever such detonation may occur, and whether or not the insured aircraft may be involved.

   (c) All coverage in respect of an insured aircraft requisitioned for either title or use, if any, shall TERMINATE AUTOMATICALLY upon such requisition.

PROVIDED THAT if an insured aircraft is in the air when (a), (b) or (c) occurs, then the coverage provided by this endorsement (unless otherwise cancelled, terminated or suspended) shall continue in effect until such insured aircraft has completed its first landing thereafter and all passengers have disembarked.

7. **Review and Cancellation**

(a) Review of Premium and/or Geographical Limits (7 days)

Insurers may give notice to review the premium and/or geographical limits of this Policy at any time. Such notice is effective after the expiration of seven days from 23.59 hours Greenwich Mean Time on the day notice is given.

(b) Limited Cancellation (48 hours)

Following a hostile detonation as specified in 6(b) above, Insurers may give notice of a full or partial cancellation of this endorsement. Such notice is to be effective after the expiration of forty-eight hours from 23.59 hours Greenwich Mean Time on the day notice is given.

(c) Cancellation (7 days)

This endorsement may be cancelled by either Insurers or by the Named Insured by giving notice at any time. Such notice is to be effective after the expiration of seven days from 23.59 hours Greenwich Mean Time on the day notice is given.

(d) Notices

All notices referred to herein shall be in writing.

Subject otherwise to all terms and conditions of the Policy to which this endorsement is attached.

SCHEDULE

Aggregate Limit:	$
Annual Additional Premium:	$
Premium Due Hereon:	$
Plus TX Surplus Lines Tax	$
Plus TX Stamping Fee	$

_____
Authorized Representative

This Endorsement effective
forms part of Policy Number
Issued to
By

AMENDMENT TO INCLUDE COVERAGE FOR CERTIFIED ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following: AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY

1. No exclusion of terrorism contained in this policy applies to a "certified act of terrorism".

2. In the event that aggregate insured losses certified under the federal Terrorism Risk Insurance Act (hereafter “TRIA”) exceed $100 billion in a calendar year and we have met our insurer deductible under TRIA, we are not liable for payment for any part of such losses that exceed $100 billion.

   In such case insured losses up to that amount will be pro-rated according to the procedures established by the Secretary of the Treasury of the United States of America.

3. "Certified act of terrorism" means an act certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism pursuant to TRIA. The criteria for a "certified act of terrorism" include the following:

   A. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to TRIA; and

   B. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed as part of an effort to coerce the civilian population of the United States of America or to influence the policy or affect the conduct of the United States Government by coercion.

4. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

All other terms and conditions of this policy remain unchanged.

_____
Authorized Representative

Endorsement No.

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CHUBB®

Chubb Producer Compensation
Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at http://www.chubbproducercompensation.com or by calling the following toll-free telephone number: 1-866-512-2862.

This Endorsement effective
forms part of Policy Number
Issued to
By

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

Endorsement No.

CHUBB®

Texas Notice – Information and Complaints

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Company's toll-free telephone number for information or to make a complaint at:

1 (800) 352-4462

You may also write to the Company at:

Chubb
Customer Services
PO Box 1000
Philadelphia, PA 19106-3703

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1 (800) 252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: *www.tdi.texas.gov*
E-mail: *ConsumerProtection@tdi.texas.gov*

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim, you should contact your agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de la Compañía para obtener información o para presentar una queja al:

1 (800) 352-4462

Usted también puede escribir a la Compañía:

Chubb
Customer Services
PO Box 1000
Philadelphia, PA 19106-3703

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1 (800) 252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Sitio web: *www.tdi.texas.gov*
E-mail: *ConsumerProtection@tdi.texas.gov*

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:
Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente o la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas

ADJUNTE ESTE AVISO A SU PÓLIZA:
Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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SERVICE OF SUIT ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Information about service of suits upon the company is given below. Service of process of suits against the company may be made upon the following person, or another person the company may designate:

Natalie D'Amora, Esq., Managing Counsel
Chubb
436 Walnut Street
Philadelphia, PA 19106-3703

The person named above is authorized and directed to accept service of process on the company's behalf in any action, suit or proceeding instituted against the company. If the insured requests, the company will give the insured a written promise that a general appearance will be entered on the company's behalf if a suit is brought.

If the insured requests, the company will submit to the jurisdiction of any court of competent jurisdiction. The company will accept the final decision of that court or any Appellate Court in the event of an appeal. However, nothing in this endorsement constitutes a waiver of the company's right to: remove an action to a United States District Court, seek a transfer of a case to another court, or to enforce policy provisions governing choice of law or venue selection, as may be permitted by the laws of the United States, or of any state in the United States.

The law of some jurisdictions of the United States of America requires that the Superintendent, Commissioner or Director of Insurance (or their successor in office) be designated as the company's agent for service of process. In these jurisdictions, the company designates the Director of Insurance as the company's true and lawful attorney upon whom service of process on the company's behalf may be made. The company also authorizes the Director of Insurance to mail process received on the company's behalf to the company person named above.

If the insured is a resident of Canada, the insured may also serve suit upon the company by serving the government official designated by the law of the insured's province.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

Authorized Representative

CHUBB®

Policyholder

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your term premium that is attributable to coverage for acts of terrorism is $, and does not include any charges for the portion of losses covered by the United States government under the Act.

Illinois Union
INSURANCE COMPANY

525 West Monroe Street, Suite 400
Chicago, IL 60661

NOTICE

POLICY NO. _____

NAME OF INSURED: _____

ADDRESS: _____

We are pleased to enclose your policy for this account.

Please be advised that by binding this risk with the above referenced Surplus Lines Insurance Company, you agree that as the Surplus Lines Broker responsible for the placement of this insurance policy, it is your obligation to comply with all States Surplus Lines Laws including completion of any declarations/affidavits that must be filed as well as payment of any and all Surplus Lines taxes that must be remitted to the State(s). We will look to you for indemnification if controlling Surplus Lines Laws are violated by you as the Surplus Lines broker responsible for the placement.

You further confirm that any applicable state requirement concerning a diligent search for coverage by admitted carriers has been fulfilled in accordance with state law.

Thank you for this placement and your regulatory compliance.

Date:

City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 16.**

SUBJECT
Consideration to approve the renewal of contract FY24-105 with Hubpoint Strategic Advisors, LLC, Charlotte, NC in an annual amount not to exceed $65,000 for a total contract value of $130,000.00 for professional consulting services for Air Cargo Service Development. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of the appropriated funds. This contract can be renewed one additional one-year extension period, upon mutual agreement of parties. Funding is available in the Laredo International Airport Fund.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:

Supporting goal(s)/policy(ies):

- **Goal 4.16**: The Laredo International Airport will increase its role as a welcoming gateway for passengers, as an intermodal hub for incoming and outgoing goods, and as a center for related economic activities that serve the city and the region.
- **Policy 4.16.2:** The city supports new mixed-use development and redevelopment on and around airport land.
- **Goal 11.3:** Participate in the support of innovative strategies for alleviation of long border wait times, infrastructure improvements, public safety, economic development, border inspection and national security at the international border.
- **Policy 11.3.5**: accommodates global cargo carriers services and implement compatible land use in properties surrounding the Laredo International Airport.

Summary of alignment:
Approval of this contracts aligns strongly with the viva Laredo comprehensive plan because it allows the airports to take steps in accommodating global cargo carrier services at the airport and supports mixed-use development and redevelopment on and around the airport.

PREVIOUS COUNCIL ACTION
Motion to award Professional Services Agreement, 10/19/2020
Motion to award Professional Services Agreement, 10/28/2024

BACKGROUND
On August 19, 2024, the Laredo International Airport solicited formal bids through Cit-E-Bid from interested and qualified parties with demonstrated expertise in professional consulting for air cargo development support in an effort to increase cargo activity at the airport. The scope of services included identifying air cargo industry trends relevant to LRD and develop appropriate action plans and promote air cargo growth at LRD.

The Airport and Hubpoint Strategic Advisors have both agreed to renew said contract.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this motion.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Laredo International Airport Fund
Account #:	242-3605-583.55-26
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Funding is available in the Laredo International Airport Fund account 242-3605-583.55-26 with an annual amount not to exceed $65,000 and a two-year amount of $130,000.00

City of Laredo
Purchasing Division

RENEWAL LETTER

August 8, 2025

Mr. Doug Banez
Hubpoint Strategic Advisors, LLC
P.O. Box 1437
Davidson, NC 28036

Re: FY24-105 – Air Cargo Service 2024
Extension I

Dear Mr. Banez,

This is to inform you that contract FY24-105 which was approved by City Council on October 28, 2024 is up for renewal. This is the first of two extension periods. Please advise if you wish to renew this contract.

Price Adjustment
The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The city will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to jezapata@ci.laredo.tx.us.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata, MPA, CTCD, CTCM
Purchasing Agent

Xc: Purchasing File

Hubpoint Strategic Advisors, LLC

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: Douglas C. Banez

Print Name: Douglas C. Banez

Date: August 12, 2025

City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 17.**

SUBJECT
Consideration to approve the renewal of contract FY24-106 with GRA Incorporated, Alexandria VA, and Merchant Aviation LLC, A Groupe ADP (Aeropuertos De Paris) company, Summit NJ, each contract shall not exceed $75,000.00 for a total contract value of $300,000.00 for air service development and consulting services. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of the appropriated funds. This contract can be renewed one additional one-year extension period, upon mutual agreement of parties. Funding is available in the Laredo International Airport Fund.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:

Supporting goal(s)/policy(ies):

- **Goal 4.16**: The Laredo International Airport will increase its role as a welcoming gateway for passengers, as an intermodal hub for incoming and outgoing goods, and as a center for related economic activities that serve the city and the region.

Summary of alignment:
Approval of these contracts aligns strongly with the viva Laredo comprehensive plan because it allows the airports to take steps in addressing residents' concerns on the needs to attract more airline routes to Laredo with more destinations that will help with tourism and trade. Lower costs and increased choices of travel for residents is a valuable quality of life amenity for attracting and keeping talented people in Laredo.

PREVIOUS COUNCIL ACTION
Motion to award Professional Services Agreement, 10/23/202

BACKGROUND
On August 19, 2024, the Laredo International Airport solicited formal bids through Cit-E-Bid from interested and qualified parties with demonstrated expertise Air Service Development and Consulting Services for development and implementation of a comprehensive air service and business development strategy to maintain, target and increase air service by existing carriers and attracting new carriers to the airport.

The scope of services for this contract includes the ability to define the market and analyze the airport's air service trade area in multiple ways, provide advice to LRD on air service development issues based on knowledge of Laredo, demographics, and economies, support for LRD's meetings with airlines at air service development conferences as needed, assistance with grant applications, strategies to reduce passenger leakage, quarterly data reports, passenger forecast by airline and by

route, advice based on expert knowledge of FAA policies, development of airport economic studies to demonstrate the impact of LRD on the local economy, and continued support and analysis of potential new air service opportunities between LRD and Mexico, as well as new domestic opportunities.

The Airport received letters from both Merchant Aviation, LLC and GRA Incorporated agreeingto renew said contract.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this motion.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Laredo International Airport Fund
Account #:	242-3605-583.55-26
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Funding is available in the Laredo International Airport Fund account 242-3605-583.55-26.

Merchant Aviation LLC, Summit NJ	$150,000.00	
GRA Incorporated, Alexandria, VA		$150,000.00
	Total:	$300,000.00

City of Laredo
Purchasing Division

RENEWAL LETTER

August 8, 2025

Carol Marchand
GRA, Incorporated
2000 Duke Street
Alexandria, VA 2231

Re: FY24-106 – Air Service Development 2024
Extension I

Dear Carol Marchand,

This is to inform you that contract FY24-106 which was approved by City Council on October 28, 2024 is up for renewal. This is the first of two extension periods. Please advise if you wish to renew this contract.

Price Adjustment
The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The city will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to jezapata@ci.laredo.tx.us.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata, MPA, CTCD, CTCM
Purchasing Agent

Xc: Purchasing File

GRA, Incorporated

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: David H Weingart:A01094E00000181CEDDA32E000000F3 Digitally signed by David H Weingart:A01094E00000181CEDDA32E000000F3 Date: 2025.08.11 11:01:53 -04'00'

Print Name: David Weingart

Date: 8/11/2025

City of Laredo
Purchasing Division

RENEWAL LETTER

August 8, 2025

Joel Couillandeau
Merchant Aviation, LLC
382 Springfield Avenue
Suite 411
Summit, NJ 07901

Re: FY24-106 – Air Service Development 2024
Extension I

Dear Joel Couillandeau,

This is to inform you that contract FY24-106 which was approved by City Council on October 28, 2024 is up for renewal. This is the first of two extension periods. Please advise if you wish to renew this contract.

Price Adjustment
The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The city will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to jezapata@ci.laredo.tx.us.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata, MPA, CTCD, CTCM
Purchasing Agent

Xc: Purchasing File

Merchant Aviation, LLC

Request a contract extension: YES Not request a contract extension: _____

Authorized Signature: _____

Print Name: JOEL COUILLANDEAU

Date: 8/12/2025

AMENDMENT NO. 1 TO APPENDIX 3 – REMUNERATION AND PAYMENT

This Amendment No. 1 (the "Amendment") is effective as of August 20, 2025. It updates *Appendix 3 – Remuneration and Payment* of the contract between Merchant Aviation, LLC and The City of Laredo dated December 19th 2024 (the "Contract").

The original Appendix 3 does not include the hourly rates, they were only included in the proposal document submitted on September 3rd 2024.

The parties want to add hourly rates for 2024 and 2025, including a 3% inflation adjustment for the second year, within the 3% to 5% range of annual adjustment included in the proposal document submitted on September 3rd 2024.

The parties also would like to change the total contract amount to $75,000, as approved by the City in 2024.

So, the parties agree to these changes:

1. Addition of Hourly Rates to Appendix 3:

Appendix 3 is updated to include this table of hourly rates. The 2024 hourly rates apply starting October 2024, and the 2025 hourly rates apply starting October 2025.

Staff	Position / Role	Hourly Rate 2024	Hourly Rate 2025
Joël Couillandeau	Chief Executive Officer, Principal in Charge	$320.00	$330.00
Edmond J. Harrison	Project Manager	$260.00	$268.00
Maximiliano R. Bohn	Air Service Development Manager	$230.00	$237.00
Wenbo Tao	Business and Data Subject Matter Expert	$200.00	$206.00
Support Staff	Graphic Design, Airport Development and other	$120.00	$124.00

Rates will be subject to reasonable adjustments (between 3% to 5% yearly) in line with inflation, and with mutual agreement from both parties, at each yearly renewal.

2. Change to Total Amount:

The total amount in Appendix 3 is now $75,000, as approved by the City in 2024.

3. No Other Changes:

Except for these updates, all other terms of the Contract remain the same.

The parties have signed this Amendment on the date above.

Merchant Aviation, LLC	**The City of Laredo**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 18.**

SUBJECT
Consideration to approve the selection of top ranking company, Republic Parking System, LLC, New York, NY, for contract FY25-052 Parking Management for the Laredo International Airport, for a total contract amount of $110,174.00, and authorization to enter into negotiations for a Parking Management Agreement. The term of this contract shall be for a three (3) year term, and may be extended for two (2) additional one (1) year period upon mutual agreement of the parties. Funding of this contract is available in the International Airport Operations Fund.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong

Supporting goal(s)/policy(ies):
Goal 6.2: Ensure that Laredo's transportation system efficiently moves people and goods
- **Policy 6.2.5:** Maintain and improve access to the airport, including parking, circulation, and connections to ground transportation.
- **Policy 6.2.8**: Partner with private sector providers to improve airport facilities and services.
-

Goal 8.1: Strengthen Laredo's role as a global gateway for trade, travel, and commerce
- **Policy 8.1.2**: Invest in airport infrastructure that enhances the city's competitiveness and regional connectivity.
- **Policy 8.1.4**: Encourage public-private partnerships to support airport operations and related economic development.
-

Goal 9.2: Ensure that City operations are fiscally responsible and efficient
- **Policy 9.2.2:** Maximize revenues from city-owned facilities through effective management.
- **Policy 9.2.4:** Reduce risk and improve accountability by contracting specialized management where beneficial.

Summary of alignment: This contract aligns **Strongly** with Viva Laredo's Comprehensive Plan by supporting economic development, mobility efficiency, and airport operational sustainability. It ensures that parking - a critical component of airport access - is managed professionally, thereby enhancing user experience, supporting trade and tourism growth, and maintaining fiscal responsibility with city-owned assets.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Airport currently owns all facilities, operational equipment and revenue control system currently

used. The Airport considers the parking operation as an important component of the overall airport operation. The airport offers both short-term and long-term parking options. The short-term parking lot has three entry points and two exits with a total of 414 parking spaces, while the long-term (economy) parking lot has one entry and one exit with a total of 474 parking spaces.

The City of Laredo formally solicited Requests For Proposals through Cit-E-Bid for parking management at the Laredo International Airport. The City received four (4) submittals from the following companies:

- Front Row Parking, LLC, College Park, GA
- Premium Parking Service, LLC, New Orleans LA
- Republic Parking Systems, LLC, New York, NY
- SP Plus, LLC, Chicago, IL

All proposals were initially evaluated by the City of Laredo Committee Team. The evaluation scoring was based on the following criteria: Performance, Management/Operation approach, Vendor Experience/Expertise, Financial Capabilities and References.

Please refer to attachment for evaluation scores.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this contract.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	International Airport Operations Fund
Account #:	242-3610-583.20-10
Change Order: Exceeds 25% Y/N:	N/A.

FINANCIAL IMPACT:
Funding is available in the International Airport Operations Fund Account No. 242-3610-583-2010.

Management Fee:
Year 1: $36,000.00
Year 2: $36,720.00
Year 3: $37,454.00

Total Contract Amount: $$110,174.00

RFP FY25-052 Parking Management Airport Addendum 1

RFP FY25-052 Parking Management for City of Laredo International Airport

Issue Date: 7/17/2025
Questions Deadline: 7/24/2025 02:00 PM (CT)
Response Deadline: 8/7/2025 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

Contact: Patricia Perez
Address: Financial Services
Public Works
5512 Thomas Ave.
Laredo, TX, TX 78041
Phone: (956) 794-1737
Email: pperez@ci.laredo.tx.us

Event Information

Number:	RFP FY25-052 Parking Management Airport Addendum 1
Title:	RFP FY25-052 Parking Management for City of Laredo International Airport
Type:	Request For Proposal
Issue Date:	7/17/2025
Question Deadline:	7/24/2025 02:00 PM (CT)
Response Deadline:	8/7/2025 05:00 PM (CT)
Notes:	The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered. Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on August 7, 2025; and all proposals received will be opened and publicly acknowledged at 2:00 P.M. at the Office of the City Secretary on August 8, 2025. Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission. The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

Ship To Information

Contact: Mario I. Maldonado, Jr.
Address: City Secretary
City Hall
3rd floor
1110 Houston St
3rd floor
Laredo, TX 78043
Phone: (956) 791-7312

Billing Information

Contact: Jorge Jolly
Address: Accounts Payable
City Hall
2nd
PO Box 210
Laredo, TX 78042
Phone: (956) 791-7326
Email: jjolly@ci.laredo.tx.us

Bid Attachments

Attachment A-International Airport Parking Map.pdf Download

Attachment A- City of Laredo International Airport Parking Map

COQ FORM AND INSTRUCTIONS.pdf Download

Conflict of Interest

Non-Collusive_Affidavit_Form (4).pdf Download

Non-Collusive Affidavit

_Form_1295.pdf Download

Form 1295

RFP FY25-052 Parking Management.pdf Download

RFP FY25-052 Parking Management

FY25-025 Notice to Bidders.pdf Download

Notice to Bidders

Parking Revenue Report.pdf Download

Parking Revenue Report

Revenue for Year 21-22 Report.pdf Download

Revenue for Year 21-22 Report

Revenue for Year 22-23 report.pdf Download

Revenue for Year 22-23 report

Revenue for Year 23-24 Report.pdf Download

Revenue for Year 23-24 Report

Vehicle Car Count 23-24 Report.pdf Download

Vehicle Car Count 23-24 Report.

Requested Attachments

Non-Collusive Affivadit Form

(Attachment required)

Non-Collusive Affidavit Form must be notarized and submitted as part of your proposal to be considered complete.

Certificate of Interested Parties Form 1295

This form must be submitted by the vendor/bidder within 10 calendar days upon award of proposal.

Proposal

(Attachment required)

A proposal must be submitted

Conflict of Interest

(Attachment required)

Bid Attributes

1	**Award by Best Value** Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☐ I agree *(Required: Check if applicable)*
2	**Terms and Conditions Request for Proposals** **TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS** These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate

contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees

because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any proposal.
5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.
7.0 CLARIFICATION AND PROTEST PROCEDURE
(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata, 5512 Thomas Avenue, Laredo, Texas 78041; email: jezapata@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.
(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Jaime E. Zapata, MPA, 5512 Thomas Avenue, Laredo, Texas 78041 jezapata@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.
8.0 VENDOR DISCOUNTS
(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.
9.0 INTENT OF CONTRACT
(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.
10.0 AWARD OF CONTRACT The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.
Definition of best value criteria as per The Institute for Public Procurement is:
"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."
If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect

to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:
(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☐ I Agree to the Terms and Conditions
(Required: Check if applicable)

3	**Insurance Terms and Conditions**

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☐ I agree my insurance meets minumum requirements

(Required: Check if applicable)

4	**Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☐ I certify to the terms and conditions
(Required: Check if applicable)

5	**Contract Requirements**

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☐ I have read and understand this section
(Required: Check if applicable)

6	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors that apply or bid for an award 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. ☐ I have read and understand this section *(Required: Check if applicable)*
7	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
8	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** *(Required: Maximum 1000 characters allowed)*
9	**State how long under has the business been in its present business name** *(Required: Maximum 1000 characters allowed)*
10	**If applicable, list all other names under which the Business identified above operated in the last five years** *(Required: Maximum 4000 characters allowed)*
11	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

12	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? *(Required: Maximum 4000 characters allowed)*
13	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? *(Required: Maximum 4000 characters allowed)*
14	**State if the Company is a certified minority business enterprise** ☐ Historically Underutilized Business (HUB) ☐ Small Disadvantaged Business Enterprise (SCBC) ☐ Disadvantaged Business Enterprise (DBE) ☐ Other ☐ This company is not a certified minority business *(Required: Check only one)*

15 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

16 Conflict of Interest Questionnaire Form CIQ

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

17 Conflict of Interest Questionnaire

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

☐ Yes ☐ No

(Required: Check only one)

18 Disclosure Form

For details on use of this form, see Section 4.01 of the City's Ethics Code.

19 This is a

☐ New Submission ☐ Correction ☐ Update to previous submission

(Required: Check only one)

20 Question 1. Name of person submitting this disclosure form

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

_____

_____

_____

(Required: Maximum 1000 characters allowed)

21	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department *(Required: Maximum 4000 characters allowed)*
22	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** *(Required: Maximum 4000 characters allowed)*
23	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** ☐ Not Applicable ☐ It applies to my business *(Required: Check only one)*
24	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *(Optional: Maximum 4000 characters allowed)*
25	**Question 5. List any individuals or entities that will be subcontractors on this contract** ☐ Not Applicable ☐ It applies to my business *(Required: Check only one)*

26

Question 5. List any individuals or entities that will be subcontractors on this contract

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

(Optional: Maximum 4000 characters allowed)

27

Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract

☐ Not Applicable ☐ It applies to my business

(Required: Check only one)

28

Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

(Optional: Maximum 4000 characters allowed)

29

Question 7. Disclosure of political contributions

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☐ Not Applicable ☐ It applies to my business

(Required: Check only one)

30

Question 7. Disclosure of political contributions

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

(Optional: Maximum 4000 characters allowed)

31

Updates on contributions required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

32

Question 8. Disclosure of Conflict of Interest

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☐ I am aware of conflict of interest ☐ I am not aware of any conflict of interest

(Required: Check only one)

33

8. Disclosure of Conflict of Interest

If you selected I am aware of conflict of interest is question 8, please list them in this section.

_____

_____

_____

_____

_____

_____

(Optional: Maximum 4000 characters allowed)

34

Question 9. Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☐ I have read and understand this section

(Required: Check if applicable)

35

Question 10. No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☐ I have read and understand this section

(Required: Check if applicable)

36

Question 11. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☐ I have acknowledge that I have been advised

(Required: Check if applicable)

37	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date *(Required: Maximum 4000 characters allowed)*
38	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☐ I swear or affirm information is correct *(Required: Check if applicable)*
39	**Addendum** The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete. **Important Notice:** • Addendum notifications will be sent to the email address associated with each submission. • It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged. • Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete. ☐ Acknowledge *(Required: Check if applicable)*
40	**Addendum # 1 Acknowledgment** See Addendum #1 Notice Letter No Changes on Bid. Just Acknowledgment Adding Information (Reports) requested by various vendors. Information added on Attachments Tab. ☐ Acknowledgement *(Required: Check if applicable)*

Bid Lines

1	SCOPE: SECTION 1.00 - BACKGROUND INFORMATION 1.01 AIRPORT INFORMATION. The following profile of the Airport is included for reference: Owner: City of Laredo Location: City of Laredo, Webb County Texas Identifier: LRD Operator: City of Laredo Classification: Non-Hub Primary

2024 Airport Activity:
Passengers: Enplaned 150,207 and Deplaned 144,252
Airline Operations: 6,106
Total Aircraft Operations from January 1, 2024 - December 31, 2024: 44,295
Total Aircraft Operations from January 1, 2025 - May 31, 2025: 17,195
Airlines: Allegiant, American, United, and AERUS
Non-stop destinations: Dallas, Houston, Las Vegas, and Monterrey Nuevo Leon, Mexico

SECTION 2.00 – STRUCTURE OF PARKING OPERATION
2.01 OPERATION OVERVIEW.
The Airport currently owns all facilities, operational equipment and revenue control system currently used. The Airport considers the parking operation as an important component of the overall airport operation. Awarded vendor will need to comply/abide to any/all FAA regulations.

2.02 PARKING FACILITIES (See Attachment A-Aerial Map). The parking facilities include the following parking lots:
1) Long Term Economy Lot – 474 parking spaces
2) Short Term Parking Lot – 414 parking spaces

2.03 PARKING EQUIPMENT.
Laredo International Airport (LRD) owns and operates its parking equipment, which is manufactured by TIBA, and LRD currently has a contracted a Parking company to manage the parking lots. The airport offers both short-term and long-term parking options. The short-term parking lot has three entry points and two exits, while the long-term (economy) parking lot has one entry and one exit.

2.04 PARKING RATES.
For purposes of Statement submission and negotiation, Respondents shall plan on the following rates, unless notified otherwise:
1. Long Term Lot $5.00 per day (first three hours free)
2. Hourly/Daily Parking Short Term Lot.
   0 - 30 minutes: Free
   30 - 60 minutes: $2.00
   After 60 minutes: +1.00 per hour
   Daily Max Rate: $ 10.00
3. Employee parking in lots is free, currently managed through a proximity card system. ADA parking in short term lot is at the rate of the Long Term Lot.

2.05 Shuttle Operation. The proximity of the parking lots to the terminal do not require shuttle buses but there should be a mode of transportation provided upon request (golf cart for ADA passengers parking in the long-term lot).
Vendor will be responsible for the complete operation and maintenance of the transportation as operating expenses as approved by the Airport. The vehicles shall be properly licensed, inspected, maintained and be kept clean and damage-free. The appearance and habitability of the vehicles shall at all times be subject to the inspection and approval of the Airport. Vendor shall furnish drivers who shall be fully qualified, licensed and insured. Drivers shall be uniformed, neat in appearance, courteous and shall be subject to inspection by the Airport at any time. At the Airport's discretion, the vendor shall replace an objectionable operator or operators. The driving component is a limited operation; it can consist of staff performing other duties while on shift, called on an as-needed basis.

3.00 GENERAL. The awarded vendor will provide resources to operate and manage the Airport parking facilities for the benefit of the seven (7) days a week starting from the first scheduled arrival aircraft to the last arriving aircraft. The schedule is subject to change, but typically covers one hour before first flight departure and one hour after last flight arrival, during afterhours the selected company must provide a 24/7 live customer support service phone line. During normal working hours the company must provide a sufficient number of personnel to assure an effective, efficient, courteous and convenient operation. More specifically, the Vendor will ensure all parking lots (and any additional parking facilities developed) are available for the general public using the Airport

and will charge and collect fees for use of the parking spaces in conformity with schedules prescribed from time to time by the Airport. Vendor will provide parking lot attendants and supervision in sufficient numbers for prompt and efficient service to the general public. Automated lanes may be used as long as sufficient staff are available to respond personally to customer questions. Vendor will be responsible for the repair of equipment to ensure the parking facilities are maintained at full operating capacity.

3.01 OPERATIONAL REQUIREMENTS. Vendor will be expected to perform services under the Agreement for the Airport, including but not limited to the following:
1. The vendor shall supervise and control the handling of all money received in the operation of the parking facilities and provide bookkeeping and accounting services with respect thereto. An adequate system of internal controls satisfactory to the Airport shall be established by the vendor to cover the receipt and expenditure of funds.
2. The vendor shall prepare all operating reports, financial statements and other daily reports as required by the Airport. Reports are subject to audits.
3. The vendor shall remove improperly parked or abandoned vehicles from all parking facilities.
4. The vendor shall perform nightly license plate inventory of all vehicles parked in Airport parking facilities as requested by the Airport.
5. The vendor shall perform maintenance of equipment.
6. The vendor shall plan and execute marketing strategies in conjunction with and complementary to the Airport's marketing efforts. The vendor shall analyze parking data and trends and provide this data along with recommendations to the Airport on a regular basis.
7. The vendor shall provide to Airport equipment that facilitates contactless payments, so passengers will be able to pay for example Apple Pay, Google Pay, and Samsung Pay.

3.02 SUPPLEMENTAL PROMOTIONAL PROGRAMS. In addition to basic operating requirements set forth in this RFP, the Airport is seeking a commitment from the respondent to propose supplemental incentive and marketing programs resulting in the improvement of the operations/management of the facilities and the overall parking experience and customer service for users of the Airport. Such programs shall include parking incentive programs, valet parking, marketing programs, or other ideas. The respondent shall describe marketing plans for the parking services available at the airport, as well as incentive programs that can enhance the use of the airport's parking lot and garage.
As a partner with the Airport, the Company will be expected to monitor trends in parking at the airport, offsite parking, and other trends in ground transportation. The Company will report this information regularly to the Airport along with recommendations on ways to increase parking in the long-term lot and garage or recommendations to meet customer needs.

4.00 PROPOSAL SUBMITTAL. Proposals shall include the following information: overview of company and criteria. Sections shall be separated by criteria for ease of reference.

4.01 OVERVIEW OF COMPANY
General Information; Company Profile Respondent shall provide a brief profile of their company, which should include their company's legal name; Federal ID number; history; business structure; designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.); type of ownership (small business, small disadvantaged business or W/MBE business); length of company's existence; locations of their parent company, branch or subsidiary and proposed project team; total number of personnel including personnel by discipline; and company's field of expertise. Describe your company's business strategy and mission. Describe any significant strategic changes your company has undertaken in recent years, such as businesses acquired or divested, reorganizations or major initiatives undertaken that would benefit our relationship.

4.02 RFP EVALUATION CRITERIA.
Proposals submitted will be evaluated using the following method:

* Performance, Management/Operation approach **(40 Points)**
* Vendor Experience/Expertise **(30 Points)**
* Financial Capabilities **(15 Points)**
* References with other similar/related projects **(15 Points)**

Total Points = 100

4.03 WRITTEN RESPONSE FORMAT AND SELECTION CRITERIA Response documents should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City. The requirements stated do not preclude Offerors herein from furnishing additional information as deemed appropriate. The OWNER reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

4.04 The City of Laredo has the right to invite vendor(s) for interviews and/or to make a presentation at a public meeting before the evaluation committee.

5.00 AWARD OF CONRACT:
Contract will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. The City's obligation for performance of this proposal is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

6.00 TERM OF CONTRACT:
The term of this contract shall be for a period of three (3) years beginning as of the date of its execution. The contract has to option to renew for two (2), additional one (1) year period. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Agent & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Agent & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

Attached is RFP FY25-052 Parking Management
(Response required)

Price: $ Total: $

Item Notes: Provide annual fee on price response

☐ Additional notes *(Attach separate sheet)*

Supplier Notes: _____

_____

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
REQUEST FOR PROPOSALS

PARKING MANAGEMENT
LAREDO INTERNATIONAL AIRPORT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding a three-year contract for parking management for the Laredo International Airport.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on August 7, 2025, and all proposals received will be opened and publicly acknowledged at 2:00 P.M. at the Office of the City Secretary August 8, 2025.**

Hand delivered proposals to be submitted in a sealed envelope clearly marked:

Proposal: Parking Management – Laredo International Airport
FY25-052

Proposal can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Mario I. Maldonado Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS. Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspxIf vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to:

City of Laredo, City Secretary's Office,
City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded and printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.
(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.
(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:
(a) Vendor misstates or conceals any material fact in the proposal.
(b) Proposal does not strictly conform to the law or the requirements of the proposal.
(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT
Jaime E. Zapata, MPA
5512 Thomas Avenue,
Laredo, Texas 78041
jezapata@ci.laredo.tx.us
Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.
(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgement, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award.
All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:

CITY OF LAREDO PURCHASING AGENT
Jaime E. Zapata, MPA
5512 Thomas Avenue
Laredo, Texas 78041
jezapata@ci.laredo.tx.us

Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded based on **(best Value Criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.

Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal;

(2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or,

(3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 ENTIRE AGREEMENT

(a) All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on proposal schedule.
All invoices shall be mailed to:
Accounts Payable Office
City Hall, P.O. Box 210,
Laredo, Texas 78042.
(d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us
For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:
TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE
A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

14.0 INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.
(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the

Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.
(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.
(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.
(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo. 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
(j) **Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.**
(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

15.0 CONTRACT REQUIREMENTS

15.1 CODE OF ETHICS ORDINANCE 2012-0-126
Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics. (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.
15.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

15.3 NON-COLLUSIVE AFFIDAVIT **(Form can be downloaded and submitted through Cit-E-Bid system)**

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham proposal or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

15.4 CONTRACT DISCLOSURE FORMS **(This is submitted through Cit-E-Bid system)**

The City of Laredo requires the following forms to be completed as a part of this proposal for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

15.5 CONFLICT OF INTEREST FORMS (**This is submitted through Cit-E-Bid system)**

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

15.6 TEXAS ETHICS COMMISSION (**Form 1295, Form can be downloaded and submitted through Cit-E-Bid system**)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

16.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or

suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that**:** (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Request for Proposal
Parking Management
Laredo International Airport

17.0 Scope of Work

The City of Laredo is requesting proposals for parking management for the Laredo International Airport.

Supplemental information may be included in the submittal to complement application based on the vendor qualifications below. Incomplete submittals will not be reviewed or considered.

Copies of the proposal specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

17.1 All questions for this request for qualifications shall be submitted through Cit-E-Bid no later than, July 24, 2025 at 2:00 PM.

18.0 Background- Airport Activity

The Laredo International Airport is located at 5210 Bob Bullock Loop in Laredo, Texas. The Airport is owned and operated by the City of Laredo (City or the Owner). Laredo International Airport is a non-hub commercial service airport located in south Texas. It is served by two main runways 18R/36L at 8,743 feet in length, and 18L/36R at 8,236 feet in length. The Airport has full Instrument Landing System (ILS) capabilities and an FAA Air Traffic Control (ATC) tower.

18.1 The Airport is served by the following air carriers:

18.1.1 United Airlines, service to Houston Intercontinental Airport in Houston, Texas

18.1.2 American Airlines, service to Dallas, Fort Worth International Airport

18.1.3 Allegiant Airlines, service to Las Vegas, McCarran International Airport

18.1.4 AERUS Airlines, service to Monterrey, Nuevo Leon, Mexico, Monterrey International Airport

18.2 Passengers CY 2024: Enplaned 150,207 and Deplaned 144,252

18.3 Airline Operations CY 2024: 6,106

18.4 Total Aircraft Operations from January 1, 2024 - December 31, 2024: 44,295

18.4.1 Total Aircraft Operations from January 1, 2025 – May 31, 2025: 17,195

19.0 Structure of Parking

19.1 Operation Overview

The Airport currently owns all facilities, operational equipment and revenue control system currently used. The Airport considers the parking operation as an important component of the overall airport operation. Awarded vendor will need to comply/abide to any/all FAA regulations.

19.2 Parking Facilities (See Attachment A-Aerial Map).
The parking facilities include the following parking lots:

19.2.1 Long Term Economy Lot – 474 parking spaces.

19.2.2 Short Term Parking Lot – 414 parking spaces.

19.3 Parking Equipment
Laredo International Airport (LRD) owns and operates its parking equipment, which is manufactured by TIBA, and LRD currently has a contracted a Parking company to manage the parking lots. The airport offers both short-term and long-term parking options. The short-term parking lot has three entry points and two exits, while the long-term (economy) parking lot has one entry and one exit.

19.4 Parking Rates
For purposes of Statement submission and negotiation, Respondents shall plan on the following rates, unless notified otherwise:

19.4.1 Long Term Lot $5.00 per day (first three hours free).

19.4.2 Hourly/Daily Parking Short Term Lot.

19.4.2.1 0 – 30 minutes: Free

19.4.2.2 30 – 60 minutes: $2.00

19.4.2.3 After 60 minutes: +1.00 per hour

19.4.2.4 Daily Max Rate: $10.00

19.4.3 Employee parking in lots is free, currently managed through a proximity card system. ADA parking in short term lot is at the rate of the Long-Term Lot.

19.5 Shuttle Operation
The proximity of the parking lots to the terminal do not require shuttle buses but there should be a mode of transportation provided upon request (golf cart for ADA passengers parking in the long-term lot). Vendor will be responsible for the complete operation and maintenance of the transportation as operating expenses as approved by the Airport. The vehicles shall be properly licensed, inspected, maintained and be kept clean and damage-free. The appearance and habitability of the vehicles shall at all times be subject to the inspection and approval of the Airport. Vendor shall furnish drivers who shall be fully qualified, licensed and insured. Drivers shall be uniformed, neat in appearance, courteous and shall be subject to inspection by the Airport at any time. At the Airport's discretion, the vendor shall replace an objectionable operator or operators. The driving component is a limited operation; it can consist of staff performing other duties while on shift, called on an as-needed basis.

20.0 General
The awarded vendor will provide resources to operate and manage the Airport parking facilities for the benefit of the seven (7) days a week starting from the first scheduled arrival aircraft to the last arriving aircraft. The schedule is subject to change, but typically covers one hour before first flight departure and one hour after last flight arrival, during afterhours the selected company must provide a

24/7 live customer support service phone line. During normal working hours the company must provide a sufficient number of personnel to assure an effective, efficient, courteous and convenient operation. More specifically, the Vendor will ensure all parking lots (and any additional parking facilities developed) are available for the general public using the Airport and will charge and collect fees for use of the parking spaces in conformity with schedules prescribed from time to time by the Airport. Vendor will provide parking lot attendants and supervision in sufficient numbers for prompt and efficient service to the general public. Automated lanes may be used as long as sufficient staff are available to respond personally to customer questions. Vendor will be responsible for the repair of equipment to ensure the parking facilities are maintained at full operating capacity.

20.1 Operational Requirements.

Vendor will be expected to perform services under the Agreement for the Airport, including but not limited to the following:

20.1.1 The vendor shall supervise and control the handling of all money received in the operation of the parking facilities and provide bookkeeping and accounting services with respect thereto. An adequate system of internal controls satisfactory to the Airport shall be established by the vendor to cover the receipt and expenditure of funds.

20.1.2 The vendor shall prepare all operating reports, financial statements and other daily reports as required by the Airport. Reports are subject to audits.

20.1.3 The vendor shall remove improperly parked or abandoned vehicles from all parking facilities.

20.1.4 The vendor shall perform nightly license plate inventory of all vehicles parked in Airport parking facilities as requested by the Airport.

20.1.5 The vendor shall perform maintenance of equipment.

20.1.6 The vendor shall plan and execute marketing strategies in conjunction with and complementary to the Airport's marketing efforts. The vendor shall analyze parking data and trends and provide this data along with recommendations to the Airport on a regular basis.

20.1.7 The vendor shall provide to Airport equipment that facilitates contactless payments, so passengers will be able to pay for example Apple Pay, Google Pay, and Samsung Pay.

20.2 Supplemental Promotional Programs

In addition to basic operating requirements set forth in this RFP, the Airport is seeking a commitment from the respondent to propose supplemental incentive and marketing programs resulting in the improvement of the operations/management of the facilities and the overall parking experience and customer service for users of the Airport. Such programs shall include parking incentive programs, valet parking, marketing programs, or other ideas. The respondent shall describe marketing plans for the parking services available at the airport, as well as incentive programs that can enhance the use of the airport's parking lot and garage. As a partner with the Airport, the Company will be expected to monitor trends in parking at the airport, offsite parking, and other trends in ground transportation. The Company will report this information regularly to the Airport along with recommendations on ways to increase parking in the long-term lot and garage or recommendations to meet customer needs.

21.0 Proposal Submittal

Proposals shall include the following information: overview of company and criteria. Sections shall be separated by criteria for ease of reference.

21.1 Overview of Company

General Information; Company Profile Respondent shall provide a brief profile of their company, which should include their company's legal name; Federal ID number; history; business structure; designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.); type of ownership (small business, small disadvantaged business or W/MBE business); length of company's existence; locations of their parent company, branch or subsidiary and proposed project team; total number of personnel including personnel by discipline; and company's field of expertise. Describe your company's business strategy and mission. Describe any significant strategic changes your company has undertaken in recent years, such as businesses acquired or divested, reorganizations or major initiatives undertaken that would benefit our relationship.

22.0 Evaluation/Selection Process

The Laredo International Airport will form a committee to evaluate the Proposals by the Evaluation Criteria concerning information about the Proposer(s) company information, Qualifications and Capacity for the Services, Project References, and Compensation, set forth below. The Proposer shall provide in its Proposal all information necessary to address the below Evaluation Criteria. The Proposer will be evaluated based on its qualifications and experience in providing the services outlined. Depending on the number of qualified submissions received, the top three vendors may be selected to make a presentation to the Laredo International Airport committee. Submitted qualifications will be reviewed and selected based on, but not limited to, the following:

22.1 The evaluation committee will determine best value by applying the following criteria and assigned weighted values:

22.2 Performance, Management/Operation Approach. **(40 Points)**

****************Documentation Shall be uploaded on Cit-E-Bid****************

22.3 Vendor Experience/Expertise. **(30 Points)**

****************Documentation Shall be uploaded on Cit-E-Bid****************

22.4 Financial Capabilities. **(15 Points)**

****************Documentation Shall be uploaded on Cit-E-Bid****************

22.5 Reference with other similar/related projects. **(15 Points)**

****************Documentation Shall be uploaded on Cit-E-Bid****************

Section	Criteria	Max Points
I	Performance, Management/Operation Approach. (22.2)	40
II	Vendor Experience/Expertise. (22.3)	30
III	Financial Capabilities. (22.4)	15
IV	References with other similar/related projects. (22.5)	15

Percentage Rating for point Method

%	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
10	Very Poor to Unsatisfactory	
20	Very Poor	Meets elements of some criteria minimally.
30	Poor to Very Poor	
40	Poor	Meets some criteria at minimum acceptable level.
50	Average to Poor	
60	Average	Adequately meets most criteria.
70	Good to Average	
80	Good	Exceeds minimum criteria.
90	Very Good	Provides benefits to the entity in addition to all required criteria.
100	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Section	Criteria	Max Points	Weighted %	Points x Weight
I	Performance, Management/Operation Approach. (22.2)	40	40%	16
II	Vendor Experience/Expertise. (22.3)	30	50%	15
III	Financial Capabilities. (22.4)	15	60%	9.0
IV	References with other similar/related projects. (22.5)	15	70%	10.50
			Total Score	**50.50**

22.6 Written Response Format and Selection Criteria

Response documents should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City. The requirements stated do not preclude Offerors herein from furnishing additional information as deemed appropriate. The OWNER reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

22.7 The City of Laredo has the right to invite vendor(s) for interviews and/or to make a presentation at a public meeting before the evaluation committee.

23.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 14.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

24.0 Term of Contract

The term of this contract shall be for a period of three (3) years beginning as of the date of its execution. The contract has to option to renew for two (2), additional one (1) year period. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Agent & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Agent & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

24.1 This contract shall be the responsibility of and administered by the vendor and the Laredo International Airport.

25.0 Award of Contract

The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.
Definition of best value criteria as per The Institute for Public Procurement is:
"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

25.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify
the form on the Texas Ethics Commission website.

26.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Company Information Questionnaire
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)

27.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your proposal package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this proposal the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) _____

Signature _____Date_____
of person authorized to sign proposal

Print Name _____
of person authorized to sign proposal

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____Partnership_____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No. If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

28.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Jaime E. Zapata, MPA, Purchasing Agent at 956-794-1731

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

29.0 **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is _____
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

_____

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this_____day of _____20_____.

_____
Notary Public

My commission expires:

_____

30.0

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First _____ M.I. ____ Last _____ Suffix _____

***2. Contract Information.**

a) Contract or Project name(s): _____

b) Originating Department(s): _____

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Name (Print)	Signature	Name (Print)	Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies): _____

***5. List any individuals or entities that will be subcontractors on this contract.**

☐ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☐ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☐ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised

by these city officials?

☐ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: _____

_____

_____

***Acknowledgements**

☐ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☐ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☐ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☐ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Name (Print)	Signature	Title
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

31.0 Tab F – Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, **https://www.ethics.state.tx.us/tec/1295-Info.htm.**

Implementation of House Bill 1295

31.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

31.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

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

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

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

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

**********Does Not Need to be Notarized**********

32.0 Vendors Instructions:

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on August 7, 2025; and all proposals received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on August 8, 2025.**

Hand delivered proposals are to be submitted in a sealed envelope clearly marked:

RFP: Parking Management – Laredo International Airport
FY25-052

Proposal can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

ATTACHMENT A




$5
LONG TERM
PARKING
PER DAY
$10
SHORT TERM
PARKING
PER DAY
FIRST 3 HOURS OF PARKING
ARE FREE

FY24-052 Parking Management Airport

RECOMMENDATION PANEL Rating Tabulation

Tabulation by: Patricia Perez

Panel Members: **Virginia Hunt - Airport, Manuel De Luna Jr. - Airport, Joana M Jimenez - Airport**

Ratings were done in increments of 5		***Firms Listed in Alphabetical Order***				
Evaluation Criteria	MAXIMUM RATING *	Front Row Parking	Premium Parking Service LLC	Republic Parking System LLC	SP Plus LLC	
Performance, Management/Operation Approach	**120**	70	80	100	95	
Vendor Experience/Expertise	**90**	45	60	75	70	
Financial Capabilities	**45**	25	40	40	35	
Reference with other similar/related projects	**45**	25	30	40	35	
TOTAL POINTS	***300***	*165*	*210*	*255*	*235*	

Solicitation Open Date: 07/17/2025 ***Solicitation Close Date: 08/07/2025***

Panel Recommendation: Select

Comments

RFP FY25-052 Parking Management Airport Addendum 1

Republic Parking System, LLC

Supplier Response

Event Information

Number:	RFP FY25-052 Parking Management Airport Addendum 1
Title:	RFP FY25-052 Parking Management for City of Laredo International Airport
Type:	Request For Proposal
Issue Date:	7/17/2025
Deadline:	8/7/2025 05:00 PM (CT)
Notes:	The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered. Hand delivered proposals will be received at the City Secretary Office,

1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on August 7, 2025; and all proposals received will be opened and publicly acknowledged at 2:00 P.M. at the Office of the City Secretary on August 8, 2025.

Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission.

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

Contact Information

Contact: Patricia Perez
Address: Financial Services
Public Works
5512 Thomas Ave.
Laredo, TX, TX 78041
Phone: (956) 794-1737
Email: pperez@ci.laredo.tx.us

Republic Parking System, LLC Information

Address: 307-7th Avenue
Suite 607
New York, NY 10001
Phone: (423) 756-2771
Web Address: www.republicparking.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Tarek Moussa
Signature

iesha.terry@reimaginedparking.com
Email

Submitted at 8/7/2025 04:44:51 PM (CT)

Requested Attachments

Non-Collusive Affivadit Form

Non-Collusive_Affidavit_FormTM08062025[1].pdf

Non-Collusive Affidavit Form must be notarized and submitted as part of your proposal to be considered complete.

Certificate of Interested Parties Form 1295

Form_1295.pdf

This form must be submitted by the vendor/bidder within 10 calendar days upon award of proposal.

Proposal

RFP FY25-052 - Republic Parking - Proposal.pdf

A proposal must be submitted

Conflict of Interest

COQ FORM.pdf

Response Attachments

RFP FY25-052 - Republic Parking - Pricing Supplemental.pdf

Supplemental Pricing Information

Bid Attributes

1	**Award by Best Value** Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☑ I agree
2	**Terms and Conditions Request for Proposals** **TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS** These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:
(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.
(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:
(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
(d) Proposed delivery time must be shown and shall include business days.
(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.
3.0 SUBMISSION OF PROPOSALS
(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.
(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.
(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.
(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.
(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.
4.0 REJECTION OF PROPOSALS The City may reject a proposal if:
(a) Vendor misstates or conceals any material fact in the proposal.
(b) Proposal does not strictly conform to the law or the requirements of the proposal.
(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata, 5512 Thomas Avenue, Laredo, Texas 78041; email: jezapata@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Jaime E. Zapata, MPA, 5512 Thomas Avenue, Laredo, Texas 78041 jezapata@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.

Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the

burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:
(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

3	**Insurance Terms and Conditions** **INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract. (a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit. (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate. (c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage. (d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract. (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability. (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows: 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability. 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions. 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies. 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage. 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance. 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances. 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo. 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following: 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein. 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo. (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies. **(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.** (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract. (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract. ☑ I agree my insurance meets minumum requirements

4	**Disqualification & Debarment Certification** **DISQUALIFICATION & DEBARMENT CERTIFICATION** By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill. ☑ I certify to the terms and conditions

5	**Contract Requirements** **1.CODE OF ETHICS ORDINANCE** Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings. **1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD** **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration. **1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system)** The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true. **1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system)** The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only**** **1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system)** Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. **1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system)** Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract. Changes to Form 1295: Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration." ☑ I have read and understand this section

6	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors that apply or bid for an award 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. ☑ I have read and understand this section
7	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
8	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Name of Offeror: Republic Parking System, LLC / Name & Phone of Authorized Person to Sign Bid: Tarek Moussa, President of Republic Parking System, LLC, 212.203.3133
9	**State how long under has the business been in its present business name** 9 years (converted from Republic Parking System Inc. to Republic Parking System, LLC in April 2016)
10	**If applicable, list all other names under which the Business identified above operated in the last five years** REEF Parking
11	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
12	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? We are not aware of any such instances.
13	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? We are not aware of any such instances.

14	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
15	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.
16	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
17	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes
18	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
19	**This is a** New Submission
20	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Tarek Moussa
21	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department Contract of Project Name: FY25-052 RFP Parking Management – Laredo International Airport / Originating Department: Finance Department, Purchasing Division

22 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Republic Parking System, LLC

23 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

It applies to my business

24 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

Parent: Imperial Parking (U.S.), LLC (100% ownership)

25 **Question 5. List any individuals or entities that will be subcontractors on this contract**

It applies to my business

26 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

Subcontractors may be retained, but have not been selected at the time of this submission.

27 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

28 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

N/A

29 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

30 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

N/A

31	**Updates on contributions required** Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
32	**Question 8. Disclosure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
33	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. N/A
34	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section
35	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section
36	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
37	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Name: Tarek Moussa / Title: President of Republic Parking System, LLC / Company: Republic Parking System, LLC / Date: August 7, 2025
38	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct

39	**Addendum** The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete. **Important Notice:** • Addendum notifications will be sent to the email address associated with each submission. • It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged. • Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete. ☑ Acknowledge

40	**Addendum # 1 Acknowledgment** See Addendum #1 Notice Letter No Changes on Bid. Just Acknowledgment Adding Information (Reports) requested by various vendors. Information added on Attachments Tab. ☑ Acknowledgement

Bid Lines

1	SCOPE: SECTION 1.00 - BACKGROUND INFORMATION 1.01 AIRPORT INFORMATION. The following profile of the Airport is included for reference: Owner: City of Laredo Location: City of Laredo, Webb County Texas Identifier: LRD Operator: City of Laredo Classification: Non-Hub Primary 2024 Airport Activity: Passengers: Enplaned 150,207 and Deplaned 144,252 Airline Operations: 6,106 Total Aircraft Operations from January 1, 2024 - December 31, 2024: 44,295 Total Aircraft Operations from January 1, 2025 - May 31, 2025: 17,195 Airlines: Allegiant, American, United, and AERUS Non-stop destinations: Dallas, Houston, Las Vegas, and Monterrey Nuevo Leon, Mexico SECTION 2.00 – STRUCTURE OF PARKING OPERATION 2.01 OPERATION OVERVIEW. The Airport currently owns all facilities, operational equipment and revenue control system currently used. The Airport considers the parking operation as an important component of the overall airport operation. Awarded vendor will need to comply/abide to any/all FAA regulations. 2.02 PARKING FACILITIES (See Attachment A-Aerial Map). The parking facilities include the following parking lots: 1) Long Term Economy Lot – 474 parking spaces 2) Short Term Parking Lot – 414 parking spaces 2.03 PARKING EQUIPMENT.

Laredo International Airport (LRD) owns and operates its parking equipment, which is manufactured by TIBA, and LRD currently has a contracted a Parking company to manage the parking lots. The airport offers both short-term and long-term parking options. The short-term parking lot has three entry points and two exits, while the long-term (economy) parking lot has one entry and one exit.

2.04 PARKING RATES.
For purposes of Statement submission and negotiation, Respondents shall plan on the following rates, unless notified otherwise:
1. Long Term Lot $5.00 per day (first three hours free)
2. Hourly/Daily Parking Short Term Lot.
0 - 30 minutes: Free
30 - 60 minutes: $2.00
After 60 minutes: +1.00 per hour
Daily Max Rate: $ 10.00
3. Employee parking in lots is free, currently managed through a proximity card system. ADA parking in short term lot is at the rate of the Long Term Lot.

2.05 Shuttle Operation. The proximity of the parking lots to the terminal do not require shuttle buses but there should be a mode of transportation provided upon request (golf cart for ADA passengers parking in the long-term lot).
Vendor will be responsible for the complete operation and maintenance of the transportation as operating expenses as approved by the Airport. The vehicles shall be properly licensed, inspected, maintained and be kept clean and damage-free. The appearance and habitability of the vehicles shall at all times be subject to the inspection and approval of the Airport. Vendor shall furnish drivers who shall be fully qualified, licensed and insured. Drivers shall be uniformed, neat in appearance, courteous and shall be subject to inspection by the Airport at any time. At the Airport's discretion, the vendor shall replace an objectionable operator or operators. The driving component is a limited operation; it can consist of staff performing other duties while on shift, called on an as-needed basis.

3.00 GENERAL. The awarded vendor will provide resources to operate and manage the Airport parking facilities for the benefit of the seven (7) days a week starting from the first scheduled arrival aircraft to the last arriving aircraft. The schedule is subject to change, but typically covers one hour before first flight departure and one hour after last flight arrival, during afterhours the selected company must provide a 24/7 live customer support service phone line. During normal working hours the company must provide a sufficient number of personnel to assure an effective, efficient, courteous and convenient operation. More specifically, the Vendor will ensure all parking lots (and any additional parking facilities developed) are available for the general public using the Airport and will charge and collect fees for use of the parking spaces in conformity with schedules prescribed from time to time by the Airport. Vendor will provide parking lot attendants and supervision in sufficient numbers for prompt and efficient service to the general public. Automated lanes may be used as long as sufficient staff are available to respond personally to customer questions. Vendor will be responsible for the repair of equipment to ensure the parking facilities are maintained at full operating capacity.

3.01 OPERATIONAL REQUIREMENTS. Vendor will be expected to perform services under the Agreement for the Airport, including but not limited to the following:
1. The vendor shall supervise and control the handling of all money received in the operation of the parking facilities and provide bookkeeping and accounting services with respect thereto. An adequate system of internal controls satisfactory to the Airport shall be established by the vendor to cover the receipt and expenditure of funds.
2. The vendor shall prepare all operating reports, financial statements and other daily reports as required by the Airport. Reports are subject to audits.
3. The vendor shall remove improperly parked or abandoned vehicles from all parking facilities.
4. The vendor shall perform nightly license plate inventory of all vehicles parked in Airport parking facilities as requested by the Airport.
5. The vendor shall perform maintenance of equipment.
6. The vendor shall plan and execute marketing strategies in conjunction with and complementary to the Airport's marketing efforts. The vendor shall analyze parking data and trends and provide this data along with recommendations to the Airport on a regular basis.

7. The vendor shall provide to Airport equipment that facilitates contactless payments, so passengers will be able to pay for example Apple Pay, Google Pay, and Samsung Pay.

3.02 SUPPLEMENTAL PROMOTIONAL PROGRAMS. In addition to basic operating requirements set forth in this RFP, the Airport is seeking a commitment from the respondent to propose supplemental incentive and marketing programs resulting in the improvement of the operations/management of the facilities and the overall parking experience and customer service for users of the Airport. Such programs shall include parking incentive programs, valet parking, marketing programs, or other ideas. The respondent shall describe marketing plans for the parking services available at the airport, as well as incentive programs that can enhance the use of the airport's parking lot and garage.
As a partner with the Airport, the Company will be expected to monitor trends in parking at the airport, offsite parking, and other trends in ground transportation. The Company will report this information regularly to the Airport along with recommendations on ways to increase parking in the long-term lot and garage or recommendations to meet customer needs.

4.00 PROPOSAL SUBMITTAL. Proposals shall include the following information: overview of company and criteria. Sections shall be separated by criteria for ease of reference.

4.01 OVERVIEW OF COMPANY
General Information; Company Profile Respondent shall provide a brief profile of their company, which should include their company's legal name; Federal ID number; history; business structure; designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.); type of ownership (small business, small disadvantaged business or W/MBE business); length of company's existence; locations of their parent company, branch or subsidiary and proposed project team; total number of personnel including personnel by discipline; and company's field of expertise. Describe your company's business strategy and mission. Describe any significant strategic changes your company has undertaken in recent years, such as businesses acquired or divested, reorganizations or major initiatives undertaken that would benefit our relationship.

4.02 RFP EVALUATION CRITERIA.
Proposals submitted will be evaluated using the following method:

* Performance, Management/Operation approach **(40 Points)**
* Vendor Experience/Expertise **(30 Points)**
* Financial Capabilities **(15 Points)**
* References with other similar/related projects **(15 Points)**
Total Points = 100

4.03 WRITTEN RESPONSE FORMAT AND SELECTION CRITERIA Response documents should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City. The requirements stated do not preclude Offerors herein from furnishing additional information as deemed appropriate. The OWNER reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

4.04 The City of Laredo has the right to invite vendor(s) for interviews and/or to make a presentation at a public meeting before the evaluation committee.

5.00 AWARD OF CONRACT:
Contract will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. The City's obligation for performance of this proposal is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

6.00 TERM OF CONTRACT:
The term of this contract shall be for a period of three (3) years beginning as of the date of its execution. The

contract has to option to renew for two (2), additional one (1) year period. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Agent & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Agent & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

Attached is RFP FY25-052 Parking Management

Price: $36,000.00 Total: $36,000.00

Item Notes: Provide annual fee on price response

Supplier Notes: Please see additional pricing information attached with our proposal. 2% annual increase for years 2 and 3.

Response Total: $36,000.00

PRICING

Our pricing is built on our interpretation of the risk of the operation, a margin supported by the industry norm, and our costs not eligible for reimbursement. Republic Parking has used all of the information provided in the RFP to build our pricing with the understanding that, as we enter contract negotiations, the airport defined proposed changes such as the addition of the license plate inventory system and the level of marketing expected of the operator, and are provided the final operational information, we expect there to be updates to the reimbursable operating budget. We do not foresee any situation in which we will, during contract negotiations, or after, expect to request increases in the management fee under the current scope of work.

Three-Year Budget (Reimbursable)

	Year 1	Year 2	Year 3
Gross Revenue	**$ 585,000**	**$ 602,550**	**$ 620,627**
Credit Card Fees	$ 16,146	$ 16,630	$ 17,129
Management Fee	***$ 36,000***	***$ 36,720***	***$ 37,454***
Airport Net Revenue	**$ 532,854**	**$ 549,200**	**$ 566,043**
Expense Budget			
Parking Wages (1)	$ 137,671	$ 140,424	$ 143,233
401k	$ 2,300	$ 2,346	$ 2,393
Worker's Comp	$ 5,507	$ 5,617	$ 5,729
P/R Taxes	$ 15,832	$ 16,149	$ 16,472
Health Insurance	$ 8,472	$ 8,641	$ 8,814
General Liability Insurance	$ 19,181	$ 19,564	$ 19,956
Shuttle Insurance (2)	$ 1,000	$ 1,020	$ 1,040
PARCS Maintenance - Time & Material (3)	$ 10,000	$ 10,200	$ 10,404
Uniforms (4)	$ 750	$ 500	$ 500
Talent Acquisition & Background checks	$ 1,000	$ 1,020	$ 1,040
Marketing Expenses (5)	$ 500	$ 510	$ 520
Phone Bills	$ 1,500	$ 1,530	$ 1,561
Supplies	$ 3,000	$ 3,060	$ 3,121
Customer Service HUB	$ 4,000	$ 4,080	$ 4,162
Mystery Shopper	$ 780	$ 796	$ 812
CPA Audit (6)	$ 2,500	$ 2,550	$ 2,601
Miscellaneous Expenses	$ 500	$ 510	$ 520
Total Expenses	**$ 214,492**	**$ 218,517**	**$ 222,878**
Airport Parking Net Profit	**$ 318,362**	**$ 330,682**	**$ 343,165**

Revenue and expenses are budgeted at 2% each year.

Optional Expenses	One Time	Monthly	Yearly
LPI system integrated with TIBA	$ 20,000		
LPR system integrated with TIBA (6)	$ 83,000		
Off-Hours Call Center		$ 600	$ 5,000

Notes:

(1) Parking wages are estimated on the staffing schedule and pay rates provided in the staffing plan in Section "Management / Staffing".

(2) Shuttle insurance covers use of the golf cart to move support ADA requests for support to and from the Long-Term Lot.

(3) Cost of maintaining existing TIBA equipment is estimated and can be refined when we have access to historical expenses.

(4) Uniforms are higher in Year 1 as we will purchase all staff new uniforms. After Year 1, costs are only to replace worn uniforms or provide uniforms for new employees.

(5) The line item does not include any of the supplemental marketing mentioned in the RFP. We do not have enough information to provide any pricing currently.

(6) Cost of one financial audit per year.

(7) Of this estimated $83,000 cost, $38K is included for civil work to extend the equipment pads to allow the LPR cameras to be the proper distance from the gate/vehicle's rear license plate. If the airport chose to do this work in-house, this expense would be removed.

City of Laredo

City Council

Meeting Date: 9/15/2025 **Resolution 19.**

SUBJECT
A resolution of the City Council of the City of Laredo, Texas, authorizing the acceptance of a reimbursable grant agreement with a project id of M2622LRED from the Texas Department Oo Transportation in the amount of $100,000.00 for the Routine Airport Maintenance Program (RAMP) for Fiscal Year 2026. Local match is $11,111.11 for a total project cost of $111,111.11, and authorizing the City Manager to execute all necessary documents. Funding was appropriated and available in the Laredo International Airport Construction Fund.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Through the Routine Airport Maintenance Program, the Texas Department of Transportation provides airport grant monies for routine maintenance on airport improvements. The intention of this grant is to reduce the cost of maintaining airport improvements.

TxDOT Project ID: M2622LRED
FY:2026
Approved Amount: $111,111.11
State Share: $100,000.00
Local Match: $11,111.11

The Laredo International Airport will use this grant for general maintenance with airside improvements taking priority, as required by TxDOT.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this introductory ordinance.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	N
Source of Funds:	Airport Construction Fund
Account #:	433 Accounts
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Revenue account: $111,111.11 433-0000-323-2043
Expense account(s) :$11,111.11 433-3663-582-3010

TEXAS DEPARTMENT OF TRANSPORTATION

REIMBURSABLE GRANT AGREEMENT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2622LRED

Part I - Identification of the Project

TO: The City of Laredo, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

The Texas Department of Transportation (department) is authorized under Texas Transportation Code, Chapter 21, and Chapter 22, to assist in the development and maintenance of airports in the state.

This Reimbursable Grant Agreement is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Laredo, Texas, (hereinafter referred to as the "Sponsor").

This Reimbursable Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The scope of service for this project is for **airport maintenance** at the LAREDO - LAREDO INTL Airport.

Pursuant to the terms and conditions set forth in the RAMP Grant Agreement, reimbursement of expenses is strictly limited to those costs that are directly associated with eligible maintenance activities defined as airport maintenance and as stated in Part III of this RAMP Grant Agreement. Operational and/or operating expenses—defined herein as recurring costs necessary for the routine functioning of an airport, including but not limited to groundskeeping (e.g., mowing), utilities, insurance premiums, personnel compensation, and fuel—are categorically excluded from reimbursement eligibility under the RAMP program

The sole exception to this exclusion pertains to Airport Operations Counting Systems, which are expressly permitted under current funding guidelines and must be documented accordingly.

By submitting a reimbursement request, the Sponsor affirms and certifies that all applicable provisions of the RAMP Grant Agreement have been satisfied. Furthermore, the Sponsor attests that the scope of work described in the reimbursement submission is intended exclusively to supplement airport maintenance operations and does not constitute, support, or subsidize airport operational functions. This certification is made in accordance with applicable state funding regulations and the eligibility criteria enumerated in the scope of service.

Part II - Offer of Financial Assistance

1. For the purposes of this Reimbursable Grant Agreement, the annual routine airport maintenance project cost is estimated to be $111,111.11 (Amount A).

   State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. State financial assistance will be for ninety percent (90%) of the eligible project costs for this project or a maximum of $100,000.00 (Amount B), whichever is less, per fiscal year and subject to availability of state appropriations.

   The Sponsor's share of project costs will be for ten percent (10%) of the eligible project costs (Amount C).

   This Reimbursable Grant Agreement provides for reimbursement of costs that have already been incurred by the Sponsor, work is complete and/or goods and materials have been provided to the Sponsor and all contractors, subcontractors, and/or vendors will have been paid before a request for reimbursement is submitted to the State.

   Unused funds are non-transferable to any other Sponsor, city, county, or airport and shall not be carried over to the subsequent fiscal year.

   Scope of Services of this Reimbursable Grant Agreement, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services

   Only work items as described in Scope of Services of this Reimbursable Grant Agreement are reimbursable under this Reimbursable Grant Agreement.

   All goods and/or materials procured, and all work and/or services performed, shall occur subsequent to the execution of this Reimbursable Grant Agreement and on, or before, August 31, 2026.

2. Work, services, goods, and/or materials rendered or paid for by the Sponsor prior to the execution of this Reimbursable Grant Agreement shall not be eligible for reimbursement. This Reimbursable Grant Agreement shall be deemed executed upon the affixation of signatures by all parties involved. The date of the final signature shall be recognized as the official Reimbursable Grant Agreement execution date.

3. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost.The State will not participate in funding for force account work conducted by the Sponsor.

4. This Reimbursable Grant Agreement shall terminate upon completion of the scope of services, exhaustion of funds, or on the last day of the fiscal year.

5. The State retains the right to obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this 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. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment ("Equipment") are reimbursable as provided in this Part.

2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, and 90% of the annual subscription fee for subsequent years.

3. Eligibility Requirements

   A. The Equipment must include the following items, at a minimum;

      1. Triangulation

      2. Noise abatement

      3. Aircraft tracking data for 30 days

      4. Identification of pavement utilization by airplane design group for the entire airport

      5. Equal effectiveness at both towered and non-towered airports

      6. Tracking of military and government aircraft, including FAA blocked aircraft

   B. In order for costs to be eligible for RAMP reimbursement:

1. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport Maintenance Program, have an executed Reimbursable Grant Agreement for that year, and comply with all Reimbursable Grant Agreement requirements.

C. The State may conduct on-site or off-site monitoring reviews of the Equipment any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:

1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Reimbursable Grant Agreement and this First Amendment;

2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Reimbursable Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.

D. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

1. In accepting this Reimbursable Grant Agreement, if applicable, the Sponsor guarantees that:

a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Reimbursable Grant Agreement; and

b. the Airport or navigational facility which is the subject of this Reimbursable Grant Agreement shall be controlled by the Sponsor for a period of at least 20 years; and

c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Reimbursable Grant Agreement; and

d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips taxiways, parking aprons, roads, airport lighting and navigational aids; and

e. through the fence access shall be reviewed and approved by the State; and

f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and

g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and

h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and

i. an Airport Fund shall be established by resolution, order, or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of monies identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and

k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and

l. mowing services shall not qualify for state financial assistance under this Reimbursable Grant Agreement. The Sponsor shall bear full responsibility for all costs associated with mowing services; and

m. operating expenses, which are defined as ongoing costs incurred by a business to sustain its daily operations, including but not limited to rent, utilities, and salaries, shall not be eligible for state financial assistance under this Reimbursable Grant Agreement. The Sponsor shall assume full responsibility for all operating costs; and

n. no Small Capital Improvement Project shall be initiated without the express guidance and prior written approval of the Texas Department of Transportation's Aviation Division. The Sponsor hereby acknowledges and agrees that failure to obtain such pre-approval shall constitute a breach of this RAMP Grant Agreement and shall result in the Sponsor's forfeiture of eligibility for reimbursement of any costs or expenses incurred in connection with the unauthorized project.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this Reimbursable Grant Agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.

3. The Sponsor's acceptance of this offer and ratification and adoption of this Reimbursable Grant Agreement shall be evidenced by execution of this Reimbursable Grant Agreement by the Sponsor. The Reimbursable Grant Agreement shall comprise a contract, constituting the obligations and rights of the State of and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this Reimbursable Grant Agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Reimbursable Grant Agreement, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this Reimbursable Grant Agreement and shall make or shall acquire approvals and disapprovals for this Reimbursable Grant Agreement as required on behalf of the Sponsor, and coordinate schedule for work items as required.

5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.

6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services and proof of payment. The reimbursement request will be submitted no more than once a month.

7. The Sponsor's acceptance of this Reimbursable Grant Agreement shall comprise a Reimbursable Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Reimbursable Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this Reimbursable Grant Agreement.

PART V - Amendments

This Reimbursable Grant Agreement may require an amendment to the scope of services if work contracted by TxDOT is required.

In the event an amendment is required, all parties will agree to the terms specified in the amended Reimbursable Grant Agreement and the following terms apply:

1. The amended Reimbursable Grant Agreement shall be executed prior to work related to the amended scope is provided.

2. Sponsor, by accepting this Reimbursable Grant Agreement certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

3. Upon execution of this Reimbursable Grant Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

   a. Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

4. If additional funds are required after the work is complete to fund the Sponsor’s share, the State shall request funds from Sponsor at the financial closure of the project.

5. The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

PART VI - Recitals

1. This Reimbursable Grant Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this Reimbursable Grant Agreement to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this Reimbursable Grant Agreement be in addition to those local funds normally dedicated for airport maintenance.

3. This Reimbursable Grant Agreement is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (and Vernon Supp.). Failure to comply with the terms of this Reimbursable Grant Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

a. Of primary importance to the State is compliance with the terms and conditions of this Reimbursable Grant Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Reimbursable Grant Agreement, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Reimbursable Grant Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Reimbursable Grant Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Reimbursable Grant Agreement null and void, or (5) any other remedy available at law or in equity.

b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Reimbursable Grant Agreement, or for enforcement of any of the provisions of this Reimbursable Grant Agreement, is specifically set by Grant of the parties in Travis County, Texas.

4. The State reserves the right to amend or withdraw this Reimbursable Grant Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.

5. This Reimbursable Grant Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.

6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Acceptance of the Sponsor

The City of Laredo, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Reimbursable Grant Agreement.

Acceptance of the Sponsor executed this _____ day of _____, 20___.

The City of Laredo, Texas

_____

(*Sponsor*)

_____

(*Sponsor Signature*)

_____

(*Sponsor Title*)

_____

(*Date*)

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

State of Texas
Texas Department of Transportation

_____
(Signature)

_____
(*Typed Name*)

_____
(*Title*)

_____
(Date)

Certification of State Single Audit Requirements

I, _____ do certify that the City of Laredo will comply with all requirements of the State
(Designated Representative)
of Texas Single Audit Act if the City of Laredo spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Laredo will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

City of Laredo

_____

(Sponsor)

_____

(Sponsor Signature)

_____

(Sponsor Title)

_____

(Date)

Designation of Sponsor's Authorized Representative

TxDOT Project ID: M26 M2622LRED

The City of Laredo ,
designates,

(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this Reimbursable Grant Agreement and who shall make or shall acquire approvals and disapprovals for this Reimbursable Grant Agreement as required on behalf of the Sponsor.

The City of Laredo, Texas
(*Sponsor*)

(Sponsor Signature)

(Sponsor Title)

(Date)

Designated Representative

Mailing Address:

Overnight Mailing Address:

Telephone/Fax Number:

Email address:

RESOLUTION NO. 2025-R-232

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE ACCEPTANCE OF A REIMBURSABLE GRANT AGREEMENT WITH A PROJECT ID OF M2622LRED FROM THE TEXAS DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF $100,000.00 FOR THE ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) FOR FISCAL YEAR 2026. LOCAL MATCH IS $11,111.11 FOR A TOTAL PROJECT COST OF $111,111.11. AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS. FUNDING WAS APPROPRIATED AND AVAILABLE IN THE LAREDO INTERNATIONAL AIRPORT CONSTRUCTION FUND.

WHEREAS, the Texas Department of Transportation (TxDOT), pursuant to Chapter 21 and Chapter 22 of the Texas Transportation Code, is authorized to assist in the development and maintenance of airports in the State of Texas; and

WHEREAS, TxDOT has offered the City of Laredo, Texas, as Sponsor of Laredo International Airport, financial assistance under the Routine Airport Maintenance Program (RAMP), TxDOT Project ID: M2622LRED, for eligible airport maintenance activities; and

WHEREAS, the grant provides for reimbursement of ninety percent (90%) of eligible project costs, not to exceed $100,000.00, with the City of Laredo responsible for the remaining ten percent (10%); and

WHEREAS, the City Council finds it in the best interest of the City of Laredo and its citizens to accept said grant in order to support the continued operation, maintenance, and safety of Laredo International Airport;

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

1. The City of Laredo hereby accepts the Reimbursable Grant Agreement from the Texas Department of Transportation under the Routine Airport Maintenance Program for Fiscal Year 2026, Project ID: M2622LRED, in an amount not to exceed $100,000.00.

2. The City Manager, or designee, is authorized to execute the grant agreement, designations, certifications, and all other necessary documents in connection with the grant, and to expend funds as required to meet the City's ten percent (10%) local share.

3. The City further agrees to comply with all terms, conditions, covenants, and responsibilities as set forth in the RAMP Reimbursable Grant Agreement.

4. This resolution shall take effect immediately upon its passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 20.**

SUBJECT
Consideration to award contract FY25-066 to the lowest responsive, responsible bidder J&P Mobil Mechanics, LLC FY25-066 in an annual amount of $18,412.50 for a total contract value of $92,062.50 to J&P Mobile Mechanics, LLC, Laredo, TX for generator maintenance for the Bridge Department. The term of this contract is for two (2) years beginning the date of its execution with three (3) additional one (1) year renewal periods upon mutual agreement of both parties. Funding is available in the Bridge System's Operational Fund.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City went out on formal bid solicitation through Cit-E-Bids for providing generator maintenance to the Laredo Bridge System. A total of four bids were received as follows:

Summary Pricing:

J&P Mobile Mechanics, LLC, Laredo, TX	$18,412.50
Rig Safe Solutions, Magnolia, TX	$21,010.00
Divine Power Group, New Braunfels, TX	$35,075.00
Cummins Southern Plains, LLC, Arlington, TX	$48,175.00

Requesting the contract to be approved in order to have emergency generator backup for all four bridges in the event of a power outage.

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
It is recommended that this contract be awarded.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Bridge Operation Fund
Account #:	553-4010-583-2030, 553-4012-583-2030, 553-4015-583-2030 and 553-4061-583-2030
Change Order: Exceeds 25% Y/N:	No

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchase can be made.

Event Number	FY25-066	**Organization**	City of Laredo Purchasing
Event Title	Generator Maintenance – Laredo Bridge Sy	**Workgroup**	City of Laredo Purchasing
Event Description	Bidders are strongly encouraged to submit t	**Event Owner**	Francisco Miranda
Event Type	RFP	**Email**	fmiranda@ci.laredo.tx.us
Issue Date	6/30/2025 08:00:03 AM (CT)	**Phone**	
Close Date	7/21/2025 05:00:00 PM (CT)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
J&P mobile mechanics LLC	Laredo	TX	7/19/2025 01:26:33 PM (CT)	28	$18,412.50
Rig Safe Solutions	Magnolia	TX	7/21/2025 08:58:17 AM (CT)	28	$21,010.00
Divine Power Group	New Braunfels	TX	7/17/2025 09:29:32 AM (CT)	28	$35,075.00
Cummins Southern Plains LLC	Arlington	TX	7/21/2025 02:55:12 PM (CT)	28	$48,175.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

Supplier Scoring Summary

FY25-066 - Generator Maintenance – Laredo Bridge System - Scoring Round

Supplier	Rank	Score	Criteria	Experience and Qualifica	Capability	References	Cost Effectiveness
		100		25.00	30.00	15.00	30.00
J&P mobile mechanics LLC	1	73.67		15.67	19.67	12.33	26.00
Cummins Southern Plains LLC	2	65.33		18.67	21.67	12.33	12.67
Rig Safe Solutions	3	62.00		13.33	15.00	9.67	24.00
Divine Power Group	4	58.33		14.00	14.67	6.67	23.00
		64.83		15.42	17.75	10.25	21.42

City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 21.**

SUBJECT
Discussion with possible action to consider evidence pursuant to 212.904 of the Texas Local Government Code requested by agents of Laredo Vapor Land, LLC as it relates to the development of the property located at 4302 E. Saunders.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
N/A

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
N/A

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Contingent on action taken during discussion.

City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 1.**

SUBJECT
Consideration to renew contract FY23-062 with Akin, Gump, Strauss, Hauer & Feld LLP, Washington, D.C. to provide federal legislative and lobbying consulting services for the City of Laredo. The contract amount should not exceed $240,000.00 annually. This contract shall be for one year, this is the second of three extension periods, to commence September 1, 2025. All legislative and lobbying consulting services will be on a continuous basis. Funding is available in the General Fund.

PREVIOUS COUNCIL ACTION
Contract originally approved by City Council on 07/31/23.

BACKGROUND
The City went out on Request for Proposals (RFP) through Cit-E-Bid for providing professional federal legislative and lobbying consulting services for the City of Laredo. Legislative and lobbying services include, but are not limited to: scheduled, extended, or special legislative sessions and meetings; state administrative and agency hearings, meetings, or rule making proceedings; all in accordance with the terms, conditions, and scope of work identified in this request for proposal. Contract awarded to Akin, Gump, Strauss, Hauer & Feld LLP, Washington, D.C. The contract amount should not exceed $240,000.00 annually; Monthly retainer fee is set at $16,000.00 plus travel reimbursement expenses, if necessary. Akin assists with grant applications, federal agency communication and serves as the city's primary contact with legislative offices at the federal level. They are most well-known for helping during our annual legislative trip, but assist in drafting legislature that affects Laredo with our Federal representatives, provide real-time updates and recommendations throughout the year and facilitate as-needed requests. They also actively support Port Laredo and its role in the Country's economy and international standing.

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
It is recommended to approve this renewal. This is a annual renewal so if this does not get approved, we may have to pause services and go out for new RFP. Due to new state law, lobbying services cannot be considered professional services and have to go through the RFP process.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	General Funds
Account #:	101-9810-593-5526
Change Order: Exceeds 25% Y/N:	n/a

FINANCIAL IMPACT:
Funding is available in the following accounts: 101-9810-593-5526.

STATEMENT OF FIRM POLICIES

We appreciate your decision to engage Akin Gump Strauss Hauer & Feld LLP ("**Akin Gump**") and look forward to continuing our relationship with you. Our engagement is limited to the matter identified in the foregoing engagement letter ("Engagement Letter") which is attached to this statement of firm policies ("Statement of Firm Policies") is attached. Except as may be modified by the foregoing Engagement Letter, the following summarizes, documents, and formalizes our billing practices and certain other terms that will apply to our engagement ("Engagement").

1. Fees

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the issues involved; the skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either the client or the circumstances. The firm generally requires a retainer in an amount which is appropriate with respect to the proposed scope of work. Unless otherwise agreed, the retainer will be applied to statements rendered in connection with the work, with any unused portion being returned to the client.

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the individuals in our firm who perform the services. To facilitate this determination, we internally assign to each individual an hourly rate based on these factors. When selecting individuals to perform services for a client, we generally seek to assign those having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility required for each matter. Of course, our internal allocation of values for personnel time changes periodically (at least annually) to account for increases in our cost of delivering services, other economic factors, and the augmentation of a particular individual's ability, experience and reputation. Any such changes in hourly rates are applied prospectively. We record and bill our time in one-tenth hour (six-minute) increments.

The time for which a client will be charged will include, but will not be limited to, telephone and office conferences between client and Akin Gump personnel, consultants, and others; conferences among our personnel; factual investigation; research; responding to clients' requests for us to provide information to their auditors in connection with reviews or audits of financial invoices; drafting of letters, op-eds, articles, and other documents; and travel time.

2. Expenses

In addition to consulting fees, our statements will include out-of-pocket expenses that we have advanced on behalf of the client and our internal charges (which may exceed direct costs) for certain support activities. Advanced costs generally will include such items as travel expenses and

fees for postage and the like. Our internal charges typically cover such items as long-distance telephone calls, facsimile transmissions, messenger services, overnight courier services, terminal time for computer research, secretarial overtime and photocopying or printing materials sent to the client or third parties or required for our use. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on behalf of the client. Any and all expenses in excess of five thousand U.S. Dollars ($5,000.00) must be approved by Client prior to its expenditure by us. (This does not include attorney's fees).

During the course of our Engagement and/or work, it may be appropriate or necessary to hire third parties to provide services on your behalf. These services may include such things as media consultants, investigators, and providers of searches of governmental records and filings. We will consult with you before hiring any such third parties and will only hire such third parties after we have received written permission from you to do so.

3. Billings

We bill monthly throughout the Engagement with the City of Laredo, and our monthly statements are due within thirty days after your receipt thereof. Our statements contain a concise summary of each matter for which services were rendered and a fee was charged.

We invite our clients to discuss freely with us any questions that they have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as the client requires and in such customary form that it desires, and are willing to discuss with our clients any of the various billing formats we have available that best suits their needs.

If any monthly statement is not paid within sixty (60) days after the original statement date, we reserve the right to discontinue services on all pending matters for you until all of your accounts with us have been brought current. Additionally, if any statement is not paid within sixty (60) days from the date of the original statement, we may, by written notice to you on a subsequent statement or otherwise, declare the overdue account to be delinquent. We have no obligation to declare any account delinquent. If we declare an account to be delinquent, the amount owing on that account will accrue interest at a rate equal to one percent (1%) per month (a 12% annual percentage rate) from the date of our delinquency notice to you until the balance is paid in full, but in no event shall such rate exceed the maximum rate permitted by applicable law. Any payments made on past due statements are applied first to interest, if any, and then to the account balance, beginning with the oldest outstanding statement. In addition, we are entitled to attorneys' fees and costs if collection activities are necessary.

4. Scope of Engagement

We will provide services of the kind generally described in the Engagement letter that accompanies this attachment. It is understood that you are not relying on us for business, investment, or accounting decisions, or to investigate the character or credit of persons with whom you may be dealing, or to advise you about changes in the law that might affect you unless

otherwise specified in the Engagement Letter. We will keep you advised of developments as necessary to perform our services and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. Akin Gump personnel typically have several client matters pending and are required to coordinate the scheduling of activities required for each pending client matter.

5. Necessary Information

It is anticipated that you and any other entities affiliated with you will furnish us promptly with all information that we deem to be required to perform the services described in our Engagement Letter, including financial statements from qualified accountants and auditors, as appropriate, and documents prepared by other consultants employed by you in connection with prior or other matters. You will make such business or technical decisions or determinations as are appropriate to carry out our Engagement.

Our Engagement is premised and conditioned upon your representation that you are not aware of any material facts or current or historical problem (involving such matters as court orders, injunctions, cease and desist orders, judgments, liabilities, litigation, administrative proceedings, crimes, prosecutions, bankruptcies or securities violations) on the part of any person to be connected with you that you have not fully disclosed to us. You understand that the accuracy and completeness of any document (including securities disclosure documents, litigation pleadings and court filings) prepared by us is dependent upon your alertness to assure that it contains all material facts relating to the subject and purpose of such document and that such document must not contain any misrepresentation of a material fact nor omit information necessary to make the statements therein not misleading. To that end, you agree to review all documents prepared by us for their factual accuracy and completeness prior to any use thereof. You also acknowledge that this responsibility continues through our Engagement in the event that such document becomes deficient in this regard. You hereby represent and warrant that any material, information, reports and financial statements, whether rendered orally or in writing, furnished to us by you will be accurate, and that we may rely upon the truth or accuracy of such information.

6. Confidentiality and Conflicts

Akin Gump is a large law firm with multiple offices around the world. Because of the firm's size and geographic scope, as well as the breadth and diversity of our practice, other present or future clients of the firm inevitably will have contacts with you. Accordingly, to prevent any future misunderstanding and to preserve the firm's ability to work on behalf of you and our other clients, we confirm the following understanding about certain conflicts of interest issues:

Unless we have your specific agreement that we may do so, we will not work for another client in a matter that is substantially related to a matter on which we are working for you and in which the other client is adverse to you. We understand the term "matter" to refer to transactions, negotiations, proceedings and other representations involving specific parties.

In the absence of a conflict as described above, you acknowledge that we will be free to represent any other client either generally or in any matter in which you may have an interest,

including an adverse interest, without notifying you or seeking your consent. You further understand and acknowledge that the firm may, or may not, already be representing such clients in such matters.

We agree to maintain the confidentiality of any client confidences and will not disclose or use them without your consent, unless as permitted or required by law. We may obtain nonpublic personal information about you in the course of our work. We restrict access to your nonpublic personal information to firm personnel who need to know that information in connection with our work and, as appropriate, third parties assisting in that work.

We will not disclose to you or use on your behalf any documents or information with respect to which we owe a duty of confidentiality to another client or person.

The fact that we may have your documents and/or information that may be relevant to another matter in which we are representing another client will not prevent us from representing that other client in that matter without any further consent from you. In such a case, we may put in place screening and other arrangements to ensure that the confidentiality of your documents and/or information is maintained. Our professional obligations to you and to our other clients will require us to run a new conflicts check if there is any change in the parties to the matter or any material change in its nature. We must also run a new conflicts check before undertaking any new matters with you.

7. Termination of Engagement

Notwithstanding any applicable rule or other law compelling Akin to withdraw from providing services within less than a designated notice period, either party shall have the right to terminate this agreement after written notice to the other party with thirty (30 days written notice).

8. Fee Disagreement & Sole Remedies Clause & No Arbitration

In the event that you believe any statement for our services is erroneous for any reason, you shall notify us of the same within ten business days after receipt of such statement stating the basis for your belief. If an agreement cannot be reached with respect to the amount owed, you agree to promptly pay the non-disputed portion of our statement. The **sole remedy** for any dispute related to this Engagement, including, but not limited to, the unpaid portion in the aforementioned example, is the filing of a lawsuit in a State District Court in Laredo, Webb County, Texas. Arbitration is not forum agreed upon by the parties located in the city where our office rendering such services is located.

9. Governing Law

The Engagement Letter and the Statement of Firm Policies are governed solely by the Laws of the State of Texas.

10. Record Retention

Following termination of a matter, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential pursuant to paragraph 6 above. Upon your request, we will return to you documents and materials that you provided to us in connection with our work. You hereby acknowledge and agree that if you do not instruct us to have your client file returned to you, we will retain it for a reasonable time period (presently ten years) pursuant to the Firm's then current Record Retention Policy, after which, we will be free to destroy at our discretion, without further notice to you, any portion of the file left with us that we are not legally required to preserve. Clients may be charged shipping costs for the return of client files. The responsible attorney should determine if it is appropriate depending upon the size of the matter and the extent of the likely cost to the firm. If you instruct us to return your file to you, we reserve the right to retain materials pertaining to each matter, including administrative and accounting records, conflicts and new business intake materials, routine internal documents, attorney notes, firm form files, communications, and other materials intended for our internal use or that we are prohibited from providing to you by law, court order or third-party agreement. By agreeing to and accepting the terms of this letter, you agree to keep us informed of your most current address during the stated retention period.

11. Miscellaneous

The Engagement Letter together with this Statement of Firm Policies constitutes our entire understanding and agreement with respect to the terms of our Engagement and supersedes any prior understandings and agreements, written or oral. If any provision of our Engagement letter is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect. Our Engagement Letter may only be amended in writing by the parties hereto.

Your agreement to this Engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

This Statement of Firm Policies is entered into on this the _____ day of _____, 2023 and is agreed to by all parties as follows:

Akin Gump Strauss Hauer & Feld, LLP
Provider of Legal Services

By: _____
Signature

HANS RECKHOFF
Print Name of Signer

PARTNER
Title: _____& Authorized Signer

Following termination of a matter, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential pursuant to paragraph 6 above. Upon your request, we will return to you documents and materials that you provided to us in connection with our work. You hereby acknowledge and agree that if you do not instruct us to have your client file returned to you, we will retain it for a reasonable time period (presently ten years) pursuant to the Firm's then current Record Retention Policy, after which, we will be free to destroy at our discretion, without further notice to you, any portion of the file left with us that we are not legally required to preserve. Clients may be charged shipping costs for the return of client files. The responsible attorney should determine if it is appropriate depending upon the size of the matter and the extent of the likely cost to the firm. If you instruct us to return your file to you, we reserve the right to retain materials pertaining to each matter, including administrative and accounting records, conflicts and new business intake materials, routine internal documents, attorney notes, firm form files, communications, and other materials intended for our internal use or that we are prohibited from providing to you by law, court order or third-party agreement. By agreeing to and accepting the terms of this letter, you agree to keep us informed of your most current address during the stated retention period.

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This Statement of Firm Policies is entered into on this the _____ day of _____, 2023 and is agreed to by all parties as follows:

Akin Gump Strauss Hauer & Feld, LLP
Provider of Legal Services

By: _____
Signature

Hans C. Rickhoff
Print Name of Signer

Partner
Title: _____ **& Authorized Signer**

CITY OF LAREDO, TEXAS
Client

Dr. Victor D. Treviño
Mayor
City of Laredo

Date: 9-26-23
Joseph Neeb
City Manager
City of Laredo

ATTESTED BY:

Jose A. Valdez, Jr.
City Secretary
City of Laredo

CITY OF LAREDO, TEXAS

APPROVED AS TO FORM BY:

For **Doanh T. "Zone" Nguyen**
City Attorney
City of Laredo

Akin Gump Strauss Hauer & Feld LLP
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Washington, DC 20006

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F +1 202.887.4288
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Akin

Hans Christopher Rickhoff
+1 202.887.4145/fax: +1 202.887.4288
hrickhoff@akingump.com

September 1, 2023

Daniel L. Walter
Assistant City Attorney
City of Laredo
1110 Houston St. 3rd Floor
Laredo, TX 78040

VIA E-MAIL

Re: Confirmation Letter

Dear Daniel:

This letter is to confirm our continued representation of the City of Laredo in connection with advancing the City of Laredo's legislative and lobbying objectives. The firm appreciates your confidence in us, and we look forward to working with you.

Akin will bill the City of Laredo a fixed fee monthly retainer of $16,000.00 ("Total Annual Fee" is $192,000.00) effective September 1, 2023.

In addition to the Total Annual Fee in the amount of $192,000.00 payable to Akin in twelve (12) monthly installments of $16,000.00, the City will be also pay for Akin's monthly expenses ("Monthly Expenses") related to the representation during that same twelve (12) month period; however the total annual cost ("Total Annual Cost") of Akin's representation of the City of Laredo, including and limited to the Total Annual Fee Amount of $192,000.00 and Akin's Monthly Expenses, shall not exceed $240,000.00 and the City is not obligated to pay for any and all of Akin's Monthly Expenses and/or any other amounts during the representation in excess of the $240,000.00 limit. We can revisit this arrangement after 12 months to ensure it is appropriate for the City of Laredo and Akin.

We very much appreciate your continued confidence in the firm and look forward to our continued work together.

Sincerely,

Christopher Rickhoff
Partner

City of Laredo
Purchasing Division
Renewal Notice

August 14, 2025

Mr. Ronit Feifer
Akin, Gump, Strauss, Hauer & Feld LLP.
2001 K Street, NW.
Washington, D.C. 20006

RE: Contract FY23-062 Federal Legislative & Lobbying Consulting Services
Extension II

Dear Mr. Feiter:

This letter is a formal request by the City of Laredo to extend contract FY23-062 Federal Legislative & Lobbying Consulting Services for one additional year. This is the second of three extension periods.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly, understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1733.

Sincerely,

Jaime Zapata
Purchasing Agent

Xc: Purchasing File

Akin, Gump, Strauss, Hauer & Feld LLP.			
Request a contract extension	X	Not request contract extension	
Authorized Signature			
Print Name:	Hans Rickhoff		
Date:	August 18, 2025		

City of Laredo

City Council

Meeting Date: 9/15/2025 **Resolution 23.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to ratify the submittal of a grant application in the amount of $2,900,000.00 to the U.S. Department of Housing and Urban Development for the Lead Hazard Reduction Grant Program to maximize the number of children under the age of six protected from lead poisoning by undertaking comprehensive programs to identify and control lead-based paint hazards in eligible housing populations. Grant match in the amount not to exceed $250,000.00 and is available through Community Development CDBG Funds.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

Goal 7.2 - Reduce exposure to environmental risk factors

"Reduce exposure to air pollution" through mitigation efforts and coordinated health strategies.

Page 7.22

Source: Viva Laredo City of Laredo Comprehensive Plan.

Relevance: While this goal primarily references air pollution, it broadly encompasses environmental risk factors, including lead-based paint hazards, which pose a serious health risk to children under six.

Policy 7.2.4 - Reduce health risks posed by unsafe housing and buildings

"Promote policies and partnerships that address unsafe and unsanitary housing conditions including exposure to lead, asbestos, and mold."

Page 7.23

Source: Viva Laredo City of Laredo Comprehensive Plan.

Relevance: This policy directly supports efforts like the Lead Hazard Reduction Grant by calling for partnerships and policy initiatives that mitigate lead exposure in housing.

Goal 7.8 - Improve access to medical care

"Distribute primary care offices, clinics, and laboratories amongst the various districts and neighborhoods that make up the city."

Page 7.27

Source: Viva Laredo City of Laredo Comprehensive Plan.

Relevance: While not directly medical care, reducing lead hazards supports overall health access by preventing chronic conditions caused by environmental factors like lead exposure.

Summary of alignment:

This resolution strongly aligns with the Viva Laredo Comprehensive Plan's health and housing goals. The grant directly supports **Policy 7.2.4**, which specifically references the mitigation of lead hazards in housing, making this a textbook case of plan-policy fulfillment. The broader context of **Goal 7.2** further strengthens alignment, emphasizing the City's commitment to reducing environmental health risks. The initiative also intersects with themes of **public health**, **housing equity**, and **sustainability** , as it protects vulnerable populations-especially children-from long-term harm while improving housing conditions across Laredo.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Environmental Protection Agency (EPA) made the Lead Hazard Reduction Grant Program available to states and local governments to conduct comprehensive programs to control lead-based paint hazards. Anticipated Award Date for this round is 09/15/2025.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this resolution.

Fiscal Impact

Fiscal Year:	2025-2026
Budgeted Y/N?:	N
Source of Funds:	HUD
Account #:	
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
The Community Development Departments plans to use CDBG funds for the local match and if awarded, grant will be accounted in the Community Development Fund.

RESOLUTION 2025-R-216

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS AUTHORIZING THE CITY MANAGER TO RATIFY THE SUBMITTAL OF A GRANT APPLICATION IN THE AMOUNT ON $2,900,000.00 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE LEAD HAZARD REDUCTION GRANT PROGRAM TO MAXIMIZE THE NUMBER OF CHILDREN UNDER THE AGE OF SIX PROTECTED FROM LEAD POISONING BY UNDERTAKING COMPREHENSIVE PROGRAMS TO IDENTIFY AND CONTROL LEAD-BASED PAINT HAZARDS IN ELIGIBLE HOUSING POPULATIONS. GRANT MATCH IN THE AMOUNT NOT TO EXCEE $250,000.00 IS AVAILABLE THROUGH COMMUNITY DEVELOPMENT CDBG FUNDS.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has announced, and made available funds for a *Lead Hazard Reduction Grant Program* for the 2025-2026 fiscal year that will assist in undertaking comprehensive programs to identify and control lead-based paint hazards in eligible housing populations; and

WHEREAS, the *City Council of the City of Laredo* acknowledges and expresses its sincere and cordial intention to apply for the aforementioned funding opportunity whose implementation date cannot begin until funding is approved; and,

WHEREAS, the *City Council of the City of Laredo* finds it in the best interest of the citizens of the City of Laredo, Texas to formally apply and submit an application for the aforementioned U.S. Department of Housing and Urban Development through the City of Laredo's Community Development Department in order to identify and control lead-based paint hazards in eligible housing populations; and

WHEREAS, the *City Council of the City of Laredo* designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

Section 1: Authorizing the City Manager to ratify the submittal of a grant application in the amount of $2,900,000.00 to the U.S. Department of Housing and Urban Development for the Lead Hazard Reduction Grant Program to maximize the number of children under the age of six protected from lead poisoning by undertaking comprehensive programs to identify and control lead-based paint hazards, and to execute all relevant documents as determined by HUD. Grant match in the amount not to exceed $250,000.00 are available through Community Development CDBG funds.

Section 2: This Resolution shall take effective immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF _____, 2025.

_____
DR. VICTOR D. TREVIÑO,
MAYOR

ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOAHN "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 24.**

SUBJECT
Authorizing the City Manager to donate a 2010 Freightliner ambulance from the Fire Department to the Municipality of Santa Catarina, Nuevo León, Mexico, pursuant to the agreement between the City of Laredo and the State of Nuevo León, Mexico. The vehicle will be donated “as is,” and the City of Laredo shall assume no liability for its use following transfer. The ambulance, formerly designated as Unit #267, has been fully depreciated and holds minimal or no monetary value.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
Click or tap here to enter text.

BACKGROUND
In 2020, the City of Laredo and the State of Nuevo León, Mexico, entered into a Memorandum of Understanding (MOU) to strengthen cross-border collaboration and promote goodwill between the two entities. As part of this agreement, both parties committed to exploring opportunities for cooperation in areas of mutual interest, including public safety and emergency response.

In alignment with this commitment, the City of Laredo Fire Department has identified one surplus vehicle, a 2010 Freightliner ambulance (Unit #267), for donation to the Municipality of Santa Catarina, Nuevo León, Mexico. The vehicle has been fully depreciated, holds minimal or no monetary value, and is no longer part of the City’s active fleet. Donating the ambulance will provide meaningful benefit to Santa Catarina’s emergency response services while also honoring the City’s international partnership with Nuevo León.

The ambulance will be donated “as is,” and the City of Laredo shall assume no liability for its use following transfer. This action further reinforces the City’s ongoing efforts to support regional cooperation and strengthen binational relationships under the framework established by the 2020 MOU.

COMMITTEE RECOMMENDATION
n/a

STAFF RECOMMENDATION

Staff recommends approval of this item. This action supports international goodwill, strengthens our regional partnerships, and allows the City to repurpose surplus equipment for the benefit of a neighboring community's public safety efforts. Approval of this item will provide Santa Catarina with a valuable resource at no cost to the City, while furthering Laredo's role as a leader in fostering binational cooperation.

Fiscal Impact

Fiscal Year:	2024-2025
Budgeted Y/N?:	N
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Donation Will be accounted for in the General Fixed Assets.

City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 25.**

SUBJECT
Consideration to contract FY24-100 to sole bidder Coca Cola Southwest Beverages, Laredo, Texas for an amount not to exceed $264,160.00 for providing drinks for the detoxification department. The term of this contract is subject to future appropriations and will commence on October 1st, 2024 through December 31, 2026; contract shall be for 27 months period beginning the date of execution, with an option to renew for two additional years. Funding for this contract is available in the Detoxification budget.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The detoxification requires a variety of drinks for the patient consumption including but not limited to regular and dt. Carbonated drinks, mineral water to help with nausea, teas, electrolyte drinks, juice, protein shakes to supplement nutrition, and waters. The center is a 24 bed, 24/7 facility providing medically managed detoxification and crisis stabilization services to individuals experiencing substance use disorders. During their time as a vendor with the center they have expedited any orders when needed; in addition, during the water boil notice vendor ensured the center had the necessary waters to meet the center's need. Please note that the center submits a weekly order based on center's census, utilizing current and scheduled admissions and anticipated discharges. Necessary adjustments to orders are driven by mentioned census. The contract amount is based on full capacity. Breakdown of beverages can be found in the supplier response attachment.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends award to sole bidder as vendor has accommodated the needs of the center during FY 24 with no issues encountered. Vendor has been very accommodating to the day to day needs of the center.

Fiscal Impact

Fiscal Year:	FY 25, FY26, & FY 27
Budgeted Y/N?:	Y
Source of Funds:	Detox Center
Account #:	274 7410 542 3620
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Beverage services will not exceed a total of cost $264,160.00 for the 27-month term for providing all necessary beverages for the detoxification department. Breakdown of beverages can be found in the supplier response attachment.

FY24-100 Addendum 2
Coca Cola Southwest Beverages LLC
Supplier Response

Event Information

Number: FY24-100 Addendum 2
Title: Beverage Services - Detoxification Center /Roots Recovery Center.
Type: Request For Proposal
Issue Date: 7/29/2024
Deadline: 9/20/2024 05:00 PM (CT)
Notes: Bidders are strongly encouraged to submit their bids electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile proposals will not be considered.

Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on September 20, 2024 and all submitted bids received will be opened and publicly acknowledged at 10:00 A.M. on September 23, 2024.

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for

contracts will be evaluated with a 5% preference for local vendors.

Contact Information

Contact: Viviana Martinez
Address: Detoxification Center
1300 Chicago
Laredo, TX 78040
Phone: (956) 6792826
Email: svmartinez@ci.laredo.tx.us

Coca Cola Southwest Beverages LLC Information

Address: 5420 LBJ Freeway
Dallas, TX 75240
Phone: (346) 242-2880

By submitting your response, you certify that you are authorized to represent and bind your company.

Aubrey Perez
Signature

Aubrey.perez@cocacolaswb.com
Email

Submitted at 9/20/2024 09:25:15 AM (CT)

Requested Attachments

Conflict of Interest Form

Conflict of Interest Questionnaire-Revised 1-1-2021 Signed.pdf

Vendor needs to address if there is a conflict of interest or not, CIQ form has to be submitted with your response.

Non-Collusive Affidavit Form

Xerox Scan_09192024141727.pdf

This form must be notarized and submitted with your response.

Certificate of Interested Parties

City of Laredo 1295 form - signed.pdf

Form 1295 is to be submitted upon award of bid.

Proposal

City of Laredo Roots Recovery Proposal.pdf

A proposal must be submitted based on the Submittal requirements section 1.0 PROPOSAL SUBMITTAL.

Response Attachments

City of Laredo-RFP Exceptions.pdf

Exceptions to RFP

Bid Attributes

1	**Addendum #2** To all Interested Vendors, please note the following modifications to the Bid: Event Details : Bid Information Close Date & Time 09/20/24 5:00:00 PM (CT) BID LINE ITEM 1Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on September 20, 2024 and all submitted proposals received will be opened and publicly acknowledged at 10:00 A.M. on September 23, 2024. ☑ I acknowledge this Addendum #2
2	***Attribute deleted as part of an Addendum***

3	**Award by Best Value** Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☑ I agree

4 Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.
A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.
GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:
(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.
(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:
(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
(d) Proposed delivery time must be shown and shall include business days.
(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.
3.0 SUBMISSION OF PROPOSALS
(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.
(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.
(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.
(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal

pricing for actual quantity bids may be requested by the City.
(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.
4.0 REJECTION OF PROPOSALS The City may reject a proposal if:
(a) Vendor misstates or conceals any material fact in the proposal.
(b) Proposal does not strictly conform to the law or the requirements of the proposal.
(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any proposal.
5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.
7.0 CLARIFICATION AND PROTEST PROCEDURE
(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Avenue, Laredo, Texas 78041ealdape@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.
(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III, 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.
8.0 VENDOR DISCOUNTS
(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.
9.0 INTENT OF CONTRACT
(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall

govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.

Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For

the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

5	**Insurance Terms and Conditions** **INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract. (a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit. (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate. (c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage. (d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract. (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability. (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows: 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability. 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions. 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies. 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage. 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance. 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances. 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo. 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following: 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein. 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo. (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies. **(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.** (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract. (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract. ☑ I agree my insurance meets minumum requirements

6	**Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions

7	**Contract Requirements**

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

8	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors that apply or bid for an award 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. ☑ I have read and understand this section
9	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
10	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Coca-Cola Southwest Beverages LLC, Aubrey Perez, 346-242-2880
11	**State how long under has the business been in its present business name** 7 years
12	**If applicable, list all other names under which the Business identified above operated in the last five years** NA
13	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
14	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? NA
15	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? NA
16	**State if the Company is a certified minority business enterprise** This company is not a certified minority business

17 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

18 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

19 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

20 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

21 **This is a**

New Submission

22 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Aubrey, A, Perez

23 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

City of Laredo Detoxification Center RFP, Coca-Cola Southwest Beverages

24 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Coca-Cola Southwest Beverages LLC

25 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

26 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

27 **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable

28 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

29 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

30 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

31 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

32 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

33 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

34	**Question 8. Disclosure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
35	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. *No response*
36	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section
37	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section
38	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
39	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Aubrey Perez, Account Executive, Coca-Cola Southwest Beverages, 9/17/2024
40	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct

Bid Lines

1	The City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this invitation for Proposal and other contract provisions, to award a contract for Beverage Services for the City of Laredo Detoxification Center/Roots Recovery Center. The City of Laredo reserves the right to reject any or all bids, waive any minor irregularities as well as the right to determine the bid most advantageous to the City. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: https://cityoflaredo.ionwave.net/CurrentSourcingEvents.aspx. Proposals can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on September 20, 2024 and all submitted proposals received will be opened and publicly acknowledged at 10:00 A.M. on September 23 , 2024.
2	1.0 PROPOSAL SUBMITTAL: Proposals shall include the following information: 1) Company Profile: Respondent shall provide a brief profile of their company; include designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.); type of ownership (small business, small, disadvantaged business or W/MBE business). 2) Qualifications/Experience: The respondent shall provide a narrative of the vendor's qualities and capabilities that demonstrates how the vendor will work with the City to fulfill the requirements of these services. 3) Past Performance: working with public entities, local governments. 4) Pricing: Provide a breakdown cost by the companies' variety of beverages. All beverages are in single service packaging, no multi-serve products (e.g. liters, gallons, jugs, etc.)
3	2.0 TERMINATION. This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City of Laredo.
4	3.0 EVALUATION PROCESS. An evaluation committee will review all proposals utilizing the evaluation criteria noted below. A final recommendation will be submitted to City Council for future consideration by the full body. In determining the best value for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals: 1. Capability to perform all of the services required on the scope of work services - 30 Points 2. Past experience comparable to the proposed scope of services - 20 Points 3. Reputation for personal and professional integrity and competence - 20 Points 4. Professional background - 10 Points 5. Current workload - 10 Points 6. Pricing – 10 Points TOTAL: 100 POINTS 3.1 SELECTION PROCESS. Based on the Evaluation Committee's review, it is expected that several firms may be short-listed for further consideration, and may be required to submit supplemental information. Additionally, after review of the findings of the committee, firms may be required to make a formal public presentation before the selection committee. The City's obligation for performance of this proposal is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void. 3.2 RIGHT TO WAIVE MINOR IRREGULARITIES. The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

5	4.0 AWARD OF CONTRACT. The contract will be awarded based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. 4.1 ANNUAL SUPPLY/SERVICE CONTRACT. This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.
6	5.0 TERM OF CONTRACT. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for an additional two year period each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Agent & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Agent & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Detox Department.
7	6.0 PRICE ADJUSTMENT. During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to ealdape@ci.laredo.tx.us.
8	7.0 TERMINATION OF CONTRACT. This contract shall be for an initial period of two years from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. 7.1 Either party may terminate this contract by written notice to the other at any time if the other party: Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

9

8.0 SCOPE OF WORK. Roots Recovery Center, a 24/7 facility, is seeking to procure beverage services. The focus of these services is to provide beverages to support the healing process of our patients. Here are the specific requirements:
1. Beverage Provision: The selected vendor must be capable of providing a variety of beverages needed to the meet the needs of patients in our facility.
2. Beverage Menu: The vendor service is expected to have a variety of beverages as noted below to accompany meals, snacks, and beverage needs throughout their stay. All beverages are in single service packaging, no multi-serve products (e.g. liters, gallons, jugs, etc.). All products must be in plastic containers, no glass or aluminum products are accepted.
a) Orange juice
b) Apple juice
c) Soft drink (variety of flavors)
d) Sugar free soft drinks (variety of flavors)
e) Water
f) Electrolyte based drinks (regular and sugar free)
g) Mineral water
h) Tea (regular and sugar free)
i) Protein Drinks (variety of flavors)

3. Sugar-free Diet Alternative: Sugar-free and low sugar alternatives must be available due to restriction needs of our patients.

4. Delivery Services: The vendor should include delivery service at no additional charge as needed upon requested delivery schedule. Delivery Schedule will be done on a weekly basis.

5. Equipment: The vendor should provide coolers. They are also responsible for delivering and servicing equipment, provide replacement immediately if inoperable.

Additionally, we are seeking an appropriately qualified and experienced company that can offer independent and reliable delivery services at no additional charge.

Interested beverage companies are invited to submit their proposals in accordance with these specifications. Please provide detailed information on your company's qualifications, experience, and pricing for our consideration.

We appreciate your interest in partnering with Roots Recovery Center to support the well-being of our patients during their recovery journey. ROOTS Recover Center
Phone Number-956- 679-2826
Address: 1300 Chicago, Ste. 101
Email- svmartinez@ci.laredo.tx.us.

10

Package Header

8.1 BEVERAGE MENU

Quantity: 1 Total: $2,297.05

Item Notes: Approximate Weekly Delivery amounts

Package Items

10.1 Orange juice 10 oz
24pk

Quantity: 7 UOM: PK Price: $23.61 Total: $165.27

10.2 Apple Juice 10 oz
24pk

Quantity: 7 UOM: PK Price: $23.61 Total: $165.27

10.3 Soft drink (variety of flavors) 20 oz
24pk

Quantity: 10 UOM: PK Price: $36.99 Total: $369.90

10.4 Sugar free soft drinks (variety of flavors) 20 oz
24pk

Quantity: 4 UOM: PK Price: $36.99 Total: $147.96

10.5 Water 20 oz
24pk

Quantity: 24 UOM: PK Price: $24.58 Total: $589.92

Supplier Notes: Water price is for Dasani. Smartwater 20oz will be 35.40

10.6 Electrolyte based drinks (regular and sugar free) 20 oz
24pk

Quantity: 7 UOM: PK Price: $30.71 Total: $214.97

Supplier Notes: Sport drink price is for Powerade. BodyArmor will be 20.50

10.7 Mineral water 15 oz
12pk

Quantity: 4 UOM: PK Price: $30.85 Total: $123.40

Supplier Notes: Topo Chico

10.8 Tea (regular and sugar free) 18.5 oz
12pk

Quantity: 12 UOM: PK Price: $20.13 Total: $241.56

Supplier Notes: Gold Peak

10.9 Protein Drinks (variety of flavors) 14 oz
12pk

Quantity: 8 UOM: PK Price: $34.85 Total: $278.80

Supplier Notes: Core Power

Response Total: $2,297.05

FY24-100 Beverage Services - Detoxification Center

Criteria	Points	Coca Cola Southwest Beverages LLC	
		Score	Comments (highlights)
Capability to perform all of the services required on the scope of work services	30	30	Vendor is always available for customer service. No incident has been reported.
Past experience comparable to the proposed scope of services	20	20	Delivery and sales are always on time
Reputation for personal and professional integrity and competence	20	20	Every employee has respect for our culture and they are professional and responsible.
Professional background	10	10	They serve in a professional standard.
Current workload	10	10	Demand has been met
Pricing	10	10	Fair pricing and competitive product
TOTAL	100	10 0	Only Bidder
INITIALS			

FY24-100 Beverage Services - Detoxification Center

747

Criteria	Points	Coca Cola Southwest Beverages LLC	
		Score	Comments (highlights)
Capability to perform all of the services required on the scope of work services	30	30	Vendor answer, preforms and delivers services with no reported issue
Past experience comparable to the proposed scope of services	20	20	Service has been done on a timely and efficent matter.
Reputation for personal and professional integrity and competence	20	20	Great services and employees are all very professional
Professional background	10	10	Vender and service up to professional standard.
Current workload	10	10	Workload and demand have been met.
Pricing	10	10	Company provide fair pricing and competative product.
TOTAL	100	100 0	→ Only bidder
INITIALS		JC	

FY24-100 Beverage Services - Detoxification Center

748

Criteria	Points	Coca Cola Southwest Beverages LLC	
		Score	Comments (highlights)
Capability to perform all of the services required on the scope of work services	30	30	Previous exp. w/ vendor we have had no issues, they accommodate to our needs.
Past experience comparable to the proposed scope of services	20	20	Great services prodided thus far.
Reputation for personal and professional integrity and competence	20	20	Great customer services, person professional at all times.
Professional background	10	10	Reputable organization
Current workload	10	10	Have been to meet our needs so far.
Pricing	10	10	Company provides best pricing in town from previous inquiries to other vendors.
TOTAL	100	100.0	Only bidder.
INITIALS		SVM	

BEVERAGE AGREEMENT

This Beverage Agreement (hereinafter referred to as the "Agreement") is entered on the 1st day of October, 2024 (the "Effective Date") by ROOTs Recovery Center, a company incorporated under the laws of Texas, having its registered place of business at 1300 Chicago St., Ste. 101, Laredo, Texas 78041 (herein referred to as the "Client"), and Coca-Cola Southwest Beverages LLC, an individual registered at 5420 LBJ Freeway, Dallas, Texas 75240 (hereinafter referred to as the "Supplier"), collectively referred to as the "Parties" and individually as a "Party".

WHEREAS Client wishes to procure certain beverages services, and

WHEREAS Supplier has experience and expertise in services required by Client.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the Parties hereby agree to the following:

Subject of the Agreement in accordance with terms and conditions of the Agreement, within/during the Event the Supplier shall provide the beverage services (the "Services. For the purpose of this Agreement the term "Event" means a period during which the Services will be provided.

Section 1. Term

The Agreement Shall enter into force as of the Effective Date and shall terminate December 31st, 2026, not to exceed $264,160.00. Either party may terminate this agreement at any time during its term, with or without cause, by giving not less than ninety (90) calendar days' prior written notice, to the other party, of the intention to terminate the agreement and the specific termination date.

Section 2. Event Details

Event title Contract FY 24-100 Beverages Services /ROOTS Recovery Detox Center
Location 1300 Chicago St., Ste.101, Laredo, Texas 78041

Section 3. Services Provided

Coca-Cola Southwest Beverages LLC will be providing beverages as indicated in the weekly order, delivering them on a weekly basis as requested. Coca-Cola Southwest Beverages will provide a variety of beverages to meet the dietary needs of the population served.

Coca-Cola Southwest Beverages will be providing cooling equipment, including servicing such equipment to maintain safe and efficient operations.

Compensation for this Agreement will not exceed $264,160.00.

Section 4. Additional Services

Client has a right to request in writing for additional services. The request should be made 7 days in advance. If the request is approved by Supplier, the Parties shall specify the details of additional services (types of additional services, price, payment conditions, and other details) in a separate Annex that will make an integral part of this Agreement by reference. Supplier has a right to decline the Client's request.

Section 5. Independent Contractors

Nothing in this Agreement or in the course of performance of this Agreement shall be interpreted to create an employment, agency, joint venture, or partnership relationship between the Parties.

Section 6. Damages

Supplier will be liable for direct damages with respect to any claim related to this Agreement and the Services provided.

Client will be responsible for any damages or loss to the Supplier's equipment due to misuse by Client or Client's attendee.

Section 7. Rules and Regulations

The Services should be delivered in compliance with all rules and regulations of the State of Texas related to service of items for consumption.

Section 8. Force Majeure Clause

Force majeure means earthquake, flood, storm, other acts of God, war, emergency, accident, industrial strike, acts of Government or other impediment which the affected party proves was beyond its control and that i could not reasonably be expected to have taken the impediment into account at the time of the conclusion of this Agreement or to have avoided or overcome it or its consequences. A Party affected by force majeure shall not be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under this Agreement to the extent that the delay or non-performance, is due to any force majeure of which it has notified the other Party as agreed hereinafter. The time of performance of that obligation shall be extended accordingly. If any force majeure occurs in relation to either Party which affects or is likely to affect the performance of any of its obligations under this Agreement, it shall notify the other Party within a reasonable time as to the nature and extent of the circumstances in question and their effect on its ability to perform.

Section 9. Notice

All notices to the Parties required or otherwise given pursuant to the Agreement shall be given to the addresses set forth below:

Attn: Coca-Cola Southwest Beverages, 5420 LBJ Freeway, Dallas, TX 75240

Section 10. Governing Law and Dispute Resolution

This Agreement will be governed by and construed in accordance with the law of Texas, except for its conflicts of laws principles. The Parties agree on the exclusive jurisdiction in the court in Texas.

This Agreement shall be binding and shall inure to the benefits of the Parties and their respective permitted successors and assigns.

Section 11. Amendments

This Agreement is the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding any prior agreements and communication, both written and oral, regarding

such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

IN WITNESS WHEREOF, the Parties have signed this Agreement. Details and signatures of the Parties.

Client:
City of Laredo
ROOTS Recovery Center
1300 Chicago St., Ste. 101
Laredo, Texas 78041

By: _____
Joseph Neeb Date
City Manager

By: _____
Viviana Martinez, PhD, DHA, LCDC, CART, QMHP Date
Detoxification Director

APPROVED AS TO FORM

By: _____
Amber Holmes Date
Assistant City Attorney

ATTESTED

By: _____
Mario Maldonado, Jr. Date
City Secretary

Supplier:
Coca-Cola Southwest Beverages LLC
5420 LBJ Freeway, Dallas, TX 75240

By: _____
Aubrey Perez Date
Account Executive

Email: aubrey.perez@cocacolaswb.com
Phone number: 346-242-2880

City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 26.**

SUBJECT
Consideration to approve the purchase order with Jones & Bartlett Learning, LLC, for the purchase of books for the Fire/EMS Academy for new fire department cadets in the amount of $72,105.08. Jones & Bartlett Learning is the sole source, publisher, and copyright holder of the training materials. Funding is available in the General Fund - Fire Department.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
FY 25-26 Academies:
Fire Academy #39 and #40.
-NVPM: Emergency Care & Trans of the Sick and injured
-NVPM: Emergency Care in Streets 9e
-NVA: Anatomy & Physiology for Pre-Hospital Prov.
-Paramedic: Pathophysiology

They use online programs as well as exclusive books that provide education, assessment, and professional development resources using authoritative and interactive content aligned to course objectives for EMS academy program; Jones & Bartlett Learning LLC owns the copyright of these books. This vendor provides exclusive books that work in conjunction with their online training program Navigate and provide a professional education and development for new EMS fire department cadets.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this item.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	General Fund - Fire
Account #:	101-2435-522-1410
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available under the General Fund - Fire account# 101-2435-522-1410.

JONES & BARTLETT LEARNING
5 Wall Street | Burlington, MA | 01803 | 978-443-5000 | www.jblearning.com

August 18, 2025

Cristina Medina
Laredo Fire Dept./City of Laredo

Dear Cristina,

The intent of this letter is to express that Jones & Bartlett Learning is the sole provider of the following product(s) and its contents:

- **NVPM: Emergency Care & Trans of the Sick and Injured 12E with Premier Access (ISBN#9781284227192)**
- **NVPM: Nancy Caroline's Emergency Care in the Streets 9e Premier (ISBN#9781284256840)**
- **NVA: ANAT & PHYS FOR PREHOSP PROV 2E W/ ADVANTAGE ACCESS (ISBN#9781449642303)**
- **PARAMEDIC: PATHOPHYSIOLOGY (ISBN#9780763737658)**
- **NVA:FUND FIRE FIGHT SKILLS & HAZMAT RESP 4E W/ADV (ISBN#9781284151336)**

I hereby certify that my company is both the Publisher and Copyright Holder of the above referenced materials.

If there are any further questions, please contact Jones & Bartlett Learning.

Sincerely,

Kathy Roethig
Customer Success Executive
Jones & Bartlett Learning, a Division of Ascend Learning
5 Wall Street
Burlington, MA 01803

Jones & Bartlett Learning, LLC
25 Mall Road| Burlington, MA 01803
(800) 832-0034 | Fax: (978) 443-8000
www.jblearning.com | info@jblearning.com

PROFORMA

Date	Customer	P.O. Number	Quote	Total Amount Due
7/31/2025	Laredo Fire Department	PRICEQUOTE	QUO-21926-Y7Z4T7	$72,105.08

Billing Address
Laredo Fire Department
616 E DEL MAR BLVD
LAREDO, TX 78041
US

Shipping Address
Laredo Fire Department
616 E DEL MAR BLVD
LAREDO, TX 78041
US

Page	Terms	Sales Rep	Order Type	Shipto	Ship Via
1		Beatrice Roethig	Quote	0001	FGP - Commercial Ground

Product	Qty	Description	Price	Disc Rate (%)	Amount
9781284227192	35	NVPM: Emergency Care & Trans of the Sick and Injured 12E with Premier Access	$455.95	25.00	$11,968.69
9781284256840	68	NVPM: Nancy Caroline's Emergency Care in the Streets 9e Premier	$867.95	25.00	$44,265.45
9781449642303	68	NVA: ANAT & PHYS FOR PREHOSP PROV 2E W/ ADVANTAGE ACCESS	$130.95	25.00	$6,678.45
9780763737658	68	PARAMEDIC: PATHOPHYSIOLOGY	$158.95	25.00	$8,106.45

Add'l Discount (%)	Product Amt
	$71,019.04

Ship/Hand	Tax Amt	Total Amt
$1,086.04	$0.00	$72,105.08

*****This is a Price Quote only. This Price Quote is valid for 90 Days.*****

If you are a tax-exempt organization, please be ready to submit your sales tax exemption certificate when placing your order to waive tax charges. Reference this Price Quote to ensure proper discounts are applied.

Purchase Orders can be emailed to customerservice@jblearning.com or faxed to 978-443-8000.

Credit Card purchases can be placed by calling 800-832-0034, Option 1. Callers from outside the United States should call +1 978-443-5000, Option 1.

Remit payment to: Jones & Bartlett Learning, LLC, P.O. Box 417289, Boston, MA 02241-7289.

All Invoices are payable in US dollars/drawn on a US bank.

City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 27.**

SUBJECT
Consideration to approve a contract FY24-087 with EmergiFire, LLC, Dallas, TX, to perform third-party billing and accounts receivable management for the City of Laredo Fire Department for fire/emergency response billing services. Emergifire shall collect 18% of all revenues collected. Term of the contract is for an initial term of one (1) year, and will automatically renew for successive one-year terms unless terminated. Fees will be deposited into the General Fund.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Moderate
Supporting goal(s)/policy(ies): Environmental Risk Factors, Goal 7.2, Policy 7.2.1
Summary of alignment: Reduce risk of injury and fatality due to vehicular accidents.

PREVIOUS COUNCIL ACTION
Service contract FY24-087 was awarded on 1/28/2025.
The Public Hearing and Intro Ordinance, “Mitigation Rates for Emergency and Non-Emergency Services,” was accepted on 9/2/2025.

BACKGROUND
Billing Insurance Types:
Residential insurance is defined as a homeowner’s policy.
Individual insurance refers to a personal auto policy.
Commercial insurance applies to policies covering business-related incidents.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this item.

Fiscal Impact

Fiscal Year:	2025-2026
Budgeted Y/N?:	Y
Source of Funds:	General Fund
Account #:	101-0000-332-2053
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Fees will be deposited into the General Fund account number 101-0000-332-2053.

AGREEMENT FOR FIRE/EMERGENCY RESPONSE BILLING

This Agreement for Fire/Emergency Response Billing (this "Agreement") is entered into this _____ day of _____, 2025, by and between EmergiFire, LLC, a Texas limited liability corporation and the City of Laredo, a Texas Municipality ("Client").

RECITALS

WHEREAS, Client, is engaged in public safety, fire suppression, fire response and the provision of life saving service to the public;

WHEREAS, EmergiFire is engaged in the business of providing third-party billing and accounts receivable management for municipalities or other governmental entities;

WHEREAS, Client desires to utilize EmergiFire for billing and claims management services; and

WHEREAS, EmergiFire is willing to provide such third-party billing and accounts receivable management upon the terms and conditions provided in this Agreement;

THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. Client hereby engages EmergiFire to exclusively perform the third-party billing and accounts receivable management described in Paragraph 2 of this Agreement and EmergiFire accepts such exclusive appointment and agrees to provide such services in accordance with the terms of this Agreement. Client agrees that it will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar services during the term of the Agreement, unless the parties agree otherwise as set forth in writing in an Addendum to this Agreement. For purposes of the appointment, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

2. Fire/Emergency Response Billing Services. EmergiFire agrees to perform the following duties (collectively referred to as the "Services") on behalf of Client:

a. Provide Client with instructions for the submission of Required Documentation to EmergiFire. For purposes of this Agreement, "Required Documentation" shall consist of any fire management software acceptable to Client and direct contact information to obtain the law enforcement report and other documentation necessary for EmergiFire to perform the Fire/Emergency Response Billing Services under this Agreement. All Required Documentation must be in accordance with applicable laws and regulations.

b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, or regulations, based upon EmergiFire's understanding of said laws, or regulations applicable to the date the emergency response services were rendered. If any Required Documentation is missing, EmergiFire will request necessary documentation from Client.

c. Promptly prepare and submit claims deemed complete and eligible for reimbursement by EmergiFire in conformance with this Agreement for electronic or paper submission to the responsible party or payer based on the information supplied by Client. In the event that EmergiFire deems the Required Documentation to be incomplete or inconsistent, EmergiFire will notify Client that additional information may be required to process the claim. EmergiFire will decide regarding the appropriate submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements for reimbursement and that it might not be possible to obtain reimbursement in all cases. EmergiFire makes no representation or warranty that all claims are payable or will be paid, and Client agrees to abide by EmergiFire's decisions regarding claim submission based on the information provided to EmergiFire by Client.

d. Promptly post payments made on Client's behalf by insurers and others.

e. Provide monthly reports to Client, which include, at a minimum, charges in the month, payments received in the month and accounts receivable.

f. Accept and clear payments on behalf of Client by check, ACH, wire, electronic funds transfer or other means of payment. EmergiFire shall in its sole discretion determine which credit cards, if any, it will accept.

3. Specifically Excluded Duties of EmergiFire. Notwithstanding any provisions of this Agreement to the contrary, EmergiFire shall *not* be responsible to:

a. Initiate or pursue litigation for the collection of past due accounts.

b. Provide legal advice or legal services to Client, or anyone acting on Client's behalf;

4. Responsibilities of Client. Client agrees to do the following, at its sole cost and expense:

a. Provide EmergiFire with all Required Documentation, as set forth in Paragraph 2(a), above, as well as the following data: Involved Party's Name and Address, Driver's License number, Date of Birth, Date of Incident, Services Rendered (including response vehicles, personnel, activities of responders, etc.), Beginning and Ending Response/Incident Times and any other relevant information, *if* not already provided on Police Report or other similar report(s). Client acknowledges that EmergiFire must rely upon the accuracy and completeness of the documentation provided by Client to allow EmergiFire to perform the Fire/Emergency Response Billing Services specified in this Agreement. EmergiFire is not in a position to verify the accuracy or completeness of the Required Documentation provided by Client. Client bears sole

responsibility for the claim submissions made by EmergiFire on its behalf based upon the aforementioned documentation submitted to EmergiFire by Client.

b. Maintain its qualifications, if required, to provide emergency response services, including any required local, state and/or federal licenses, permits, certificates or enrollments (collectively, "Licenses"), and to remain in good standing with any required state and federal emergency response programs. Client shall provide copies of all current Licenses, including renewals, to EmergiFire. Client will promptly notify EmergiFire of any suspension or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal program or any change in ownership or management of Client.

c. Provide EmergiFire with a copy of all Client ordinances, rate schedules, contracts or agreements which pertain to Client's billing or charges for emergency response services.

d. Notify EmergiFire of any or all changes in billing charges for service or changes in any of Client's billing policies or contracts not later than thirty (30) days prior to the effective date of said changes.

e. Report all payments made directly to Client within twenty-four (24) hours of Client's receipt of same.

f. Cooperate reasonably with EmergiFire to enable EmergiFire to meet its obligations under this Agreement. If Client's approval is required for EmergiFire to fulfill any obligations it may have under this Agreement, Client shall not unreasonably withhold, condition or delay its approval.

g. In writing, notify EmergiFire of any customized needs (reporting, scheduling, etc.). Client understands that the processing of customized needs may entail additional charges to Client by EmergiFire.

h. Designate a contact person, authorized to transact business on behalf of Client, who can promptly respond to any questions raised by EmergiFire, or who can execute required forms and other documents necessary to the provision of Services by EmergiFire under this Agreement.

i. Designate a law enforcement contact person who can promptly respond to any document requests by EmergiFire necessary to the provision of emergency response services by EmergiFire under this Agreement.

j. Agree to permit EmergiFire to provide training to Client personnel if EmergiFire deems such training to be necessary and/or desirable at a cost to be mutually agreed upon by the parties and paid by Client.

k. Provide electronic transfer of emergency response data in an acceptable electronic format to EmergiFire. Client agrees to bear all cost of the development and implementation of the electronic software "bridge" as agreed upon by and in conjunction with EmergiFire information technology personnel, representatives, or contractors.

l. To the extent allowed by law, Client will defend and hold harmless EmergiFire and each of its officers, directors, employees, attorneys, and agents, to the extent allowed by applicable law, from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action which arise or result from:

i. Any breach or violation of covenant, obligation or agreement of Client set forth in this Agreement and any breach or inaccuracy of any of the representations or warranties made by Client in this Agreement or in performing its responsibilities under this Agreement.

ii. Both parties agree that defense of breach or violation of the Agreement by Client under this Section 4.q. does not constitute the Client's incurrence of a debt in violation of Article XI Section 7 A. of the Texas Constitution and defined by the Supreme Court in *Tex. & New Orleans R.R. Co. v. Galveston County*, 169 S.W.2d 713, 715 (Tex. 1943).

5. Record Ownership and Access.

a. Client understands that all documentation provided to EmergiFire by Client, whether in paper and/or electronic form, is for the sole and express purpose of permitting EmergiFire to provide Fire/Emergency Response Billing Services under this Agreement. It is Client's responsibility to maintain all its documents and business records, including copies of any documents or records provided to EmergiFire ("Client-Provided Records"). EmergiFire does not act as Client's records custodian.

b. During the term of this Agreement, EmergiFire shall, upon Client's written request, provide to Client, in electronic format and within 14 days of receipt of such written request, copies of any Client-Provided Records furnished to EmergiFire by Client, and to any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by EmergiFire on Client's behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing.

c. Any documents, data, records or information compiled in the course of EmergiFire's provision of Fire/Emergency Response Billing Services under this Agreement, other than those Client-Provided Records and Claim Adjudication Documents defined in Paragraphs 5(a) and (b) above, shall be the sole and exclusive property of EmergiFire and shall be considered the business and/or proprietary records of EmergiFire. EmergiFire shall have no obligation to furnish any such business or proprietary records of EmergiFire to Client, and Client shall have a right of access only to the Client-Provided Records and Claim Adjudication Documents as defined in Paragraphs 5(a) and (b), above.

d. If Client or a third party requests any documents or records to which Client or the third party has a right of access under Paragraphs 5(a) and (b) of this Agreement, and such documents cannot be provided to Client or the third party in electronic form, EmergiFire may charge Client the per-copy amount for medical records permitted under applicable law at the time of Client's request.

e. Should this Agreement be terminated for any reason, all documents and records to which Client has a right of access under Paragraphs 5(a) and (b) of this Agreement shall be maintained in electronic format at a site convenient to EmergiFire for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed ninety (90) days following the effective date of termination of this Agreement. Electronic or paper copies, as per Paragraph 5(d) hereof, of the records to which Client has a right of access under Paragraphs 5(a) and (b) will be made available to Client, at Client's sole cost and expense, in a format acceptable to EmergiFire at the Client's written request provided that Client makes such request within thirty (30) days following termination of the Agreement, and provided that Client has no outstanding invoices due to EmergiFire at the time of the request. EmergiFire shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such EmergiFire-generated reports to Client.

f. Upon termination of this Agreement, Client is responsible to notify all parties of its new address, phone and/or fax numbers for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, EmergiFire will not be responsible for mail, deliveries, faxes, messages or other communications sent in Client's name to EmergiFire after the effective termination date of this Agreement, and EmergiFire shall have no duty to accept, maintain, copy, deliver or forward any such communications to Client following termination of this Agreement.

g. Costs for copies of documents required and/or requested by Client beyond the requirement of the normal daily claim handling requirements will be invoiced to Client by EmergiFire at a per copy price to be established by EmergiFire from time to time.

6. Client Accounting and Auditing Requirements. If Client requires EmergiFire's assistance in Client's accounting or other internal audits, EmergiFire will charge Client for said audit support services at its customary rates, to be established by EmergiFire from time to time. Upon written request of Client for same, EmergiFire shall furnish said rates to Client in writing prior to undertaking any work pursuant to this Paragraph.

7. Term and Termination.

a. This Agreement is for an initial term of one year, and will automatically renew for successive like terms unless terminated hereunder.

b. This Agreement may be terminated with or without cause, by either party, upon written notice to the other party with thirty (30) days' notice.

c. This Agreement may be terminated by EmergiFire immediately upon written notice to Client for any of the following reasons:

i. If Client makes an assignment for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt

or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.

ii. If Client loses its license, permit or certification necessary to do business.

iii. If Client fails to perform any of its responsibilities as set forth in this Agreement, fails to pay EmergiFire for its Fire/Emergency Response Billing Services within thirty (30) days of the date such payment becomes due, takes any actions which EmergiFire, in its sole discretion, determines to be unethical, illegal, immoral or non-compliant, or fails to cooperate with EmergiFire in any way that prevents, impedes, obstructs or delays EmergiFire in the performance of the Fire/Emergency Response Billing Services set forth in this Agreement.

d. Upon termination for any reason, EmergiFire shall perform follow-up on any open accounts submitted by EmergiFire on Client's behalf for a period not to exceed ninety (90) days from the date of termination. EmergiFire shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent EmergiFire from engaging in such follow-up, or if Client has any unpaid balances due to EmergiFire on the date of termination of this Agreement.

e. Upon termination for any reason, Client shall be responsible to pay the fees set forth in Paragraph 10 below, for all revenues collected by EmergiFire on Client's behalf during the 90-day follow-up period set forth in Paragraph 7(d) above. After notice of termination is given, all EmergiFire invoices are due and payable by Client within five (5) days of same. If Client does not remit payment on any such invoice within five (5) days of the invoice, EmergiFire shall have no responsibility to perform any further follow-up on open accounts, notwithstanding the provisions of Paragraph 7(d) above.

8. External and Internal Audits.

a. Client shall immediately notify EmergiFire if there has been any audit, review or any investigation or other formal inquiry into the billing practices of Client and/or EmergiFire, or claims submitted by EmergiFire on behalf of Client, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive termination of this Agreement for any reason.

b. The Client bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. EmergiFire shall assist Client in producing any records, reports or documents in its possession

which pertain to the audit or investigation and may charge Client a reasonable fee for copying, preparation, assembly or retrieval of such documents or reports. EmergiFire shall have no obligation to perform any duties under this Paragraph 8(b) following termination of this Agreement for any reason.

c. Client is solely responsible for repaying any overpayments or recoupments sought or imposed by any insurer, carrier or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessments.

9. Disposition of Funds.

a. All funds EmergiFire receives shall be made in the name of Client and deposited and cleared by EmergiFire into a bank account owned by EmergiFire. Funds are forwarded monthly to Client or deposited into a Client account as directed by Client less EmergiFire's fees.

b. If Client desires that payments be made by utilizing credit cards, then EmergiFire shall accept credit card payments on behalf of Client's in a manner that is secure and agreed upon by the parties, and only to the extent possible and feasible.

10. Compensation.

a. In exchange for the Fire/Emergency Response Billing Services described in this Agreement, Client shall pay EmergiFire a fee equivalent to eighteen percent (18.0%) of all revenues collected by EmergiFire on behalf of Client. Credit card payments accepted by EmergiFire will be charged an additional two percent (2.0%), unless it has been offset by a convenience fee.

b. If Client instructs EmergiFire to collect on an account(s) initially billed by another contractor or by Client's own collections team, EmergiFire shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Twenty-five Percent (25%) of the total amount collected on the account.

c. If applicable, EmergiFire shall submit invoices to Client on a periodic basis established by EmergiFire. Invoices are to be paid by Client within thirty (30) days of the invoice date. EmergiFire reserves the right to add simple interest at an annual rate of 18%, compounded monthly, on all where EmergiFire has not received payment within thirty (30) days of the date of its invoice.

d. If Client is obligated to refund any payment, EmergiFire's fees shall not be credited or refunded to Client.

e. Beginning on the first of each new calendar year, the then current fee shall be increased by the Employment Cost Index or, Total Compensation, Not Seasonally Adjusted, Private Industry for Professional, Scientific and Technical Services published by the Bureau of Labor Statistics of the US Department of Labor for the twelve months ending the preceding year.

f. Client agrees to reimburse $35 for any checks returned for insufficient funds

as a result of this Agreement.

11. Indemnification and Insurance.

a. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, Client shall hold harmless, indemnify and defend EmergiFire and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines, and causes of action to the extent caused by any negligent act or omission on the part of Client or its agents, servants, volunteers, contractors or employees. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.

b. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, EmergiFire shall hold harmless, indemnify and defend Client and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action to the extent caused by any willful or grossly negligent misconduct of any EmergiFire agent, servant, contractor or employee and which relate to the Fire/Emergency Response Billing Services performed by EmergiFire under this Agreement.

c. EmergiFire shall maintain errors and omissions insurance coverage in an amount not less than $1,000,000. EmergiFire shall provide proof of such coverage to Client upon reasonable written request for same.

d. Notwithstanding any other provision of this Agreement, EmergiFire shall not be liable for any damages, including but not limited to loss in profits, or for any special, incidental, indirect, consequential, or other similar damages suffered in whole, or in part, in connection with this Agreement. Any liability of EmergiFire shall not exceed any amounts paid to EmergiFire by Client under this Agreement for any disputed billing performed by EmergiFire on behalf of Client.

e. Where any provision of this Agreement obligates Client to defend, indemnify and/or hold harmless EmergiFire, such agreement shall include any claims, losses, assessments or damages of any kind, and shall apply equally to EmergiFire and to its employees, owners, agents, contractors, attorneys, consultants, accountants and servants.

12. Confidentiality. Neither EmergiFire nor Client shall, during the term of this Agreement or for any extension hereof, for any reason, disclose to any third parties any proprietary information regarding the other party unless required to do so by law, regulation, or subpoena. For purposes of this Agreement, “proprietary information” shall include, but not be limited to, pricing or rate information, information pertaining to contracts with payers, insurers or other such parties, audit requests, audit results, billing processes, client lists or other such information.

13. Compliance.

a. Both parties agree to conduct their activities and operations in compliance with all state and federal statutes, rules, and regulations applicable to emergency response services billing activities. If either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party within fifteen (15) days so the other party may appropriately address the matter.

b. The parties recognize that this Agreement is always subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

14. Independent Contractor Relationship. EmergiFire and Client stand in an independent contractor relationship to one another and shall not be considered as joint ventures or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. There is no liability on the part of EmergiFire to any entity for any debts, liabilities or obligations incurred by or on behalf of the Client.

15. Prevention of Performance. If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

16. Assignment. This Agreement may be assigned by EmergiFire to any successors or assigns of EmergiFire. This Agreement may not be assigned by Client without the express written consent of EmergiFire. This Agreement shall be binding upon all successors and assigns.

17. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by first class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

EmergiFire:	Client:
EmergiFire, LLC.	City of Laredo
PO Box 181839	1110 Houston Street
Dallas, TX 75228-8839	Laredo, TX 78040
Phone: (833) 245-5347	Phone: (956) 791-7300

18. Non-Competition and Non-Solicitation Clause. Without prior, written authorization from EmergiFire, Client shall not:

a. During the term of this Agreement, or for two (2) years following its expiration or termination for any reason, employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by EmergiFire. Client expressly agrees that in the event of a breach of this provision, EmergiFire shall be entitled to a placement fee of two times the annual salary paid by EmergiFire to such employee at the time such employee left employment of EmergiFire.

b. During the term of this Agreement, or for a period of two (2) years following its expiration or termination for any reason, engage in the provision of emergency response billing services for any other fire department or emergency medical services organization. Nothing in this Paragraph shall be interpreted to prohibit Client from performing its own in-house billing and/or accounts receivable management following the expiration or proper termination of this Agreement.

19. Governing Law and Forum Selection Clause. This Agreement shall be deemed to have been made and entered into in Texas and shall be interpreted in accordance with the laws thereof, without regard to conflicts of laws principles. The parties expressly agree that the exclusive forum for resolving any legal disputes under this Agreement shall be the state or federal courts serving [Dallas, Texas]. Client expressly agrees to personal jurisdiction and venue in any such court.

IN WITNESS WHEREOF, the parties have executed this Agreement to commence on the date first above written. Client represents that the individual who has executed this Agreement on behalf of the Client is authorized by Client and by law to do so.

EMERGIFIRE, LLC.	CITY OF LAREDO
By:	By:
Signature Date	Signature Date
Christopher Turner Print Name	Joseph W. Neeb, City Manager
Founder and CEO Title	City Manager, City of Laredo Title

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOANH T. NGUYEN
CITY ATTORNEY

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 28.**

SUBJECT
Consideration to authorize the City Manager to ratify a supply contract with Sourcewell Cooperative vendor, Mckesson, Richmond, VA. For a cumulative amount of $143,037.03 and to further authorize future related expenditures for an additional amount not to exceed $250,000.00 for the purchase of medical equipment and medical supplies for the Health Department and Employee Wellness Division. This annual contract shall utilize the Sourcewell Cooperative Purchasing Program's contract #022422-MML. The term for the contract shall be for a period of one (1) year with the option to renew for one (1) additional year period. Funding is available in the respective Department Budgets.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):

- **Goal 7.5:** Strengthen public health systems and operations
- **Policy 7.5.1:** Ensure public health programs are financially sustainable and responsive to community needs.
- **Goal 7.6:** Protect the community from environmental and occupational health hazards.
- **Policy 7.6.3:** Ensure adequate medical supplies, equipment, and protective resources to support public health operations.

Summary of alignment: This motion aligns with the Viva Laredo Comprehensive Plan by ensuring the City's Health Department and Employee Wellness Division have the necessary medical equipment, supplies, and protective resources to deliver high-quality preventive and responsive health services. By securing an annual supply contract through a cooperative purchasing program, the City is improving cost efficiency, guaranteeing timely access to critical medical resources, and enhancing the operational capacity of public health services. These actions directly support the plan's goals to expand access to care, strengthen public health infrastructure, and protect the well-being of residents and employees.

PREVIOUS COUNCIL ACTION
On February 05, 2024, Council approved Motion 24-0258.

BACKGROUND
Staff is requesting authorization to purchase medical equipment and medical supplies and consideration to ratify purchase from utilizing the Sourcewell Contract for the Health Department and Employee Wellness Division. Purchases will be done on an as needed basis.

Sourcewell Contract #022422-MML gives access to the following types of goods and services:
Medical supplies
Pharmaceuticals
Diagnostic instruments

Diagnostic supplies
Distribution services
Ambulatory equipment
Personal protective equipment
Clinical resources
Healthcare solutions
Instruments

Contract Maturity Date: April 30, 2026

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approve the Motion.

Fiscal Impact

Fiscal Year:	25
Budgeted Y/N?:	Y
Source of Funds:	Laredo Public Health and Employee Wellness
Account #:	Various Department Funds
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:
Funding is available in the respective Laredo Public Health and Employee Wellness Department accounts.

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchase can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Sourcewell

McKesson Medical-Surgical Government Solutions LLC

Medical supplies, healthcare solutions, distribution and resources

#022422-MML

Maturity Date: 4/30/2026

Products & Services

Products & Services

Sourcewell contract 022422-MML gives access to the following types of goods and services:

- Medical supplies
- Pharmaceuticals
- Diagnostic instruments
- Diagnostic supplies
- Distribution services
- Ambulatory equipment
- Personal protective equipment
- Clinical resources
- Healthcare solutions
- Instruments

Buy Sourcewell

Login to unlock more contract features.

Username

Username

Password

Password

Log In

Forgot username or password?

Setup Buy Sourcewell access

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

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City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 29.**

SUBJECT
Consideration to authorize the City Manager to amend the policy for the City of Laredo Health Department Public Health Provider - Charity Care Program to comply with Rule §355.8215 of the Texas Administrative Code and adhere to the Texas Health and Human Services Commission for the Public Health Providers - Charity Care Program Protocol from the Center for Medicaid and Medicare Services. Policy amendment to become effective October 01, 2025.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):

- **Goal 7.1:** Improve access to health services for all residents.
- **Policy 7.1.2:** Ensure affordability of health services for low-income, uninsured, and underinsured populations.
- **Goal 7.5:** Strengthen public health systems and partnerships.
- **Policy 7.5.1:** Ensure public health programs are financially sustainable and responsive to community needs.

Summary of alignment: This resolution aligns with the Viva Laredo Comprehensive Plan by guaranteeing that financial barriers do not prevent access to essential healthcare. The Charity Care Program advances equity in health services by providing free or discounted care for uninsured, underinsured, and underserved residents. This effort directly supports the City's goals of expanding access to quality healthcare, ensuring affordability, and strengthening the public health system's capacity to serve vulnerable populations.

PREVIOUS COUNCIL ACTION
Motion to was presented to council on September 05, 2025.

BACKGROUND
The City of Laredo Public Health Department's mission is to provide high quality care for individuals in need and to assist the underserved and vulnerable population. All patients who qualify for financial assistance through the City of Laredo Health Department's Charity Care Program will not incur charges for medically necessary care during the timeframe for which their assistance is granted. Financial circumstance should not present a barrier for those seeking or receiving health services. This policy is inclusive of the following clinics under the City of Laredo Public Health Department. • STD/HIV Clinic • Tuberculosis Clinic • Health Education Clinic (Chronic disease screening) Charity care will be based on individual determination of financial need, and shall not consider age, gender, race, social or immigrant status, sexual orientation or religious affiliation.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION
Staff recommends that Council approve the Motion.

Fiscal Impact

Fiscal Year:	25
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
None.

City of Laredo Public Health Department
Public Health Provider-Charity Care Program
Financial Assistance Policy-Charity Care

Policy Statement

The City of Laredo Public Health Department (CLPHD) is committed to providing high-quality and equitable public health services to all residents, with a focus on serving underserved and vulnerable populations. The financial circumstances of those in need of care should never be a barrier to seeking or receiving medically necessary services.

In alignment with the Texas Health and Human Services Commission (HHSC) Public Health Providers – Charity Care Program (PHP-CCP) Protocol and the Centers for Medicare & Medicaid Services (CMS) guidelines, CLPHD ensures that any patient who qualifies for financial assistance under this policy will not be charged for eligible services during the approved assistance period.

Our mission is to prevent disease, disability, and premature death, promote healthy lifestyles, and protect the health and quality of the environment for all residents of Laredo. Through the Charity Care Program, we reaffirm our commitment to accessible, patient-centered care that prioritizes community health and equity

This policy is effective October 1, 2025, and remains in effect until amended or superseded. The effective date is on or before the start of the applicable cost reporting period for compliance with HHSC PHP-CCP requirements.

Charity Care Program Policy

The City of Laredo Public Health Department (CLPHD) is committed to ensuring that financial circumstances do not prevent access to essential health services. This policy provides financial assistance to uninsured, underinsured and underserved patients who meet the eligibility requirements outlined in Section (Eligibility) of this policy. Patients who qualify will receive clinical services at no charge or discounted fees at CLPHD clinics.

Eligibility for financial assistance will be determined through an individualized assessment of financial need and will not take into account a patient's age, gender, race, ethnicity, socio-economic status, sexual orientation, or religious affiliation. All applicants must provide proof of household income and Texas residency at the time of application.

Only services provided directly by the CLPHD are covered under this policy. The policy:

1. Defines eligibility criteria for financial assistance.

2. Outlines the patient's responsibility for providing documentation to verify eligibility.
3. Describes how the policy will be communicated and made available to patients.
4. Explains the record retention requirements for supporting documentation.

Through this Charity Care Policy, the CLPHD reaffirms its commitment to equitable access to health care for the underserved and vulnerable populations of Laredo



Regulatory Requirements

In implementing this The City of Laredo Public Health Department commits to compliance with all other federal, state, and local laws, rules, and regulations that may apply to the activities conducted pursuant to this Policy. This policy is designed to comply with TAC 355.101-107, 355.110, 355.8217 and all associated regulatory requirements

Eligibility Criteria



Financial assistance under this policy will be granted based on household income in relation to the current Federal Poverty Guidelines (FPG), adjusted for household size. The City of Laredo Public Health Department uses the following Sliding Fee Scale (SFS) to determine eligibility for discounts:

Family Size	Federal Poverty	100% Discount (≤ 250% FPG)	75% Discount (251–300% FPG)	50% Discount (301–350% FPG)	25% Discount (351–400% FPG)	Not Eligible (>400% FPG)
1	$15,650	≤ $39,125	$39,125.01 – $46,950	$46,950.01 – $54,775	$54,775.01 – $62,600	> $62,600
2	$21,150	≤ $52,875	$52,875.01 – $63,450	$63,450.01 – $74,025	$74,025.01 – $84,600	> $84,600
3	$26,650	≤ $66,625	$66,625.01 – $79,950	$79,950.01 – $93,275	$93,275.01 – $106,600	> $106,600
4	$32,150	≤ $80,375	$80,375.01 – $96,450	$96,450.01 – $112,525	$112,525.01 – $128,600	> $128,600
5	$37,650	≤ $94,125	$94,125.01 – $112,950	$112,950.01 – $131,775	$131,775.01 – $150,600	> $150,600
6	$43,150	≤ $107,875	$107,875.01 – $129,450	$129,450.01 – $151,025	$151,025.01 – $172,600	> $172,600
7	$48,650	≤ $121,625	$121,625.01 – $145,950	$145,950.01 – $170,275	$170,275.01 – $194,600	> $194,600
8	$54,150	≤ $135,375	$135,375.01 – $162,450	$162,450.01 – $189,525	$189,525.01 – $216,600	> $216,600

9	$59,650	≤ $149,125	$149,125.01 – $178,950	$178,950.01 – $208,775	$208,775.01 – $238,600	> $238,600
10	$65,150	≤ $162,875	$162,875.01 – $195,450	$195,450.01 – $228,025	$228,025.01 – $260,600	> $260,600
11	$70,650	≤ $176,625	$176,625.01 – $211,950	$211,950.01 – $247,275	$247,275.01 – $282,600	> $282,600
12	$76,150	≤ $190,375	$190,375.01 – $228,450	$228,450.01 – $266,525	$266,525.01 – $304,600	> $304,600
13	$81,650	≤ $204,125	$204,125.01 – $244,950	$244,950.01 – $285,775	$285,775.01 – $326,600	> $326,600
14	$87,150	≤ $217,875	$217,875.01 – $261,450	$261,450.01 – $305,025	$305,025.01 – $348,600	> $348,600
15	$92,650	≤ $231,625	$231,625.01 – $277,950	$277,950.01 – $324,275	$324,275.01 – $370,600	> $370,600

Discount eligibility decreases as income exceeds poverty guidelines.



Eligibility Validation and Verification

All persons requesting assistance through the City of Laredo Charity Care Program must complete a Financial Assistance Program and Charity Care Screening Form (Attachment A). The screening form will determine if the patient qualifies for Charity Care under this policy. Proof of asserted financial hardship is not required. However, if proof of financial hardship is presented, a copy will be retained with the medical record and the original returned to the patient. Examples of financial hardship include but not limited to, loss of family member, loss of job, bankruptcy, debilitating disease, care giver for family members.

In determining eligibility, CLPHD may consider:

- Household assets and net worth
- Employment status
- Outstanding medical bills or other significant financial obligations
- Other financial resources available to the patient

CLPHD may also verify information using publicly available data, Medicaid enrollment status, or other reasonable methods. If complete financial information is unavailable, eligibility decisions will be made based on the best available evidence in accordance with HHSC PHP-CCP guidelines.

Eligibility determinations will be documented in the patient's record and reviewed annually or sooner if household circumstances change.

Who Can Apply for the Charity Care Program

Any uninsured, underinsured, or underserved resident of Texas who meets the financial eligibility requirements set forth in this policy may apply. Eligibility is determined without regard to age, gender, race, ethnicity, socio-economic status, sexual orientation, or religious affiliation. Applicants must be Texas residents and must be seeking services provided directly by the CLPHD or its participating providers.

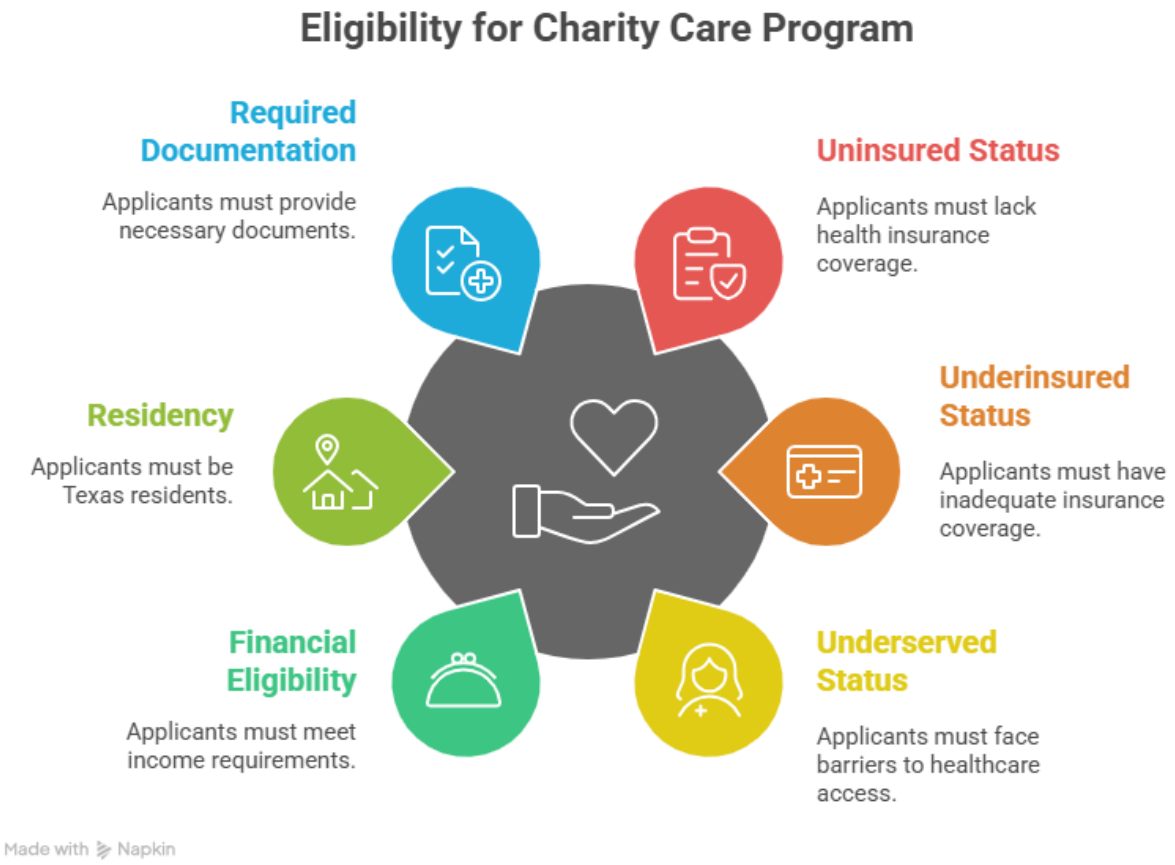
Required Documentation

Applicants must submit documentation sufficient to verify household income, residency, and any other factors relevant to determining eligibility.

Acceptable documentation includes:

- Recent pay stubs
- Most recent federal tax return
- Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI) award letters
- Unemployment benefit statements

- Other official benefit determination letters
- Signed self-declaration of income form if other documents are unavailable



Application Process

Applications may be submitted in person at any CLPHD clinical service location, via mail to the CLPHD Administrative Office, or electronically through the CLPHD website when available. All applicants must complete the **F**inancial Assistance Program and Charity Care Screening Form (Attachment A). Staff are available on-site to assist with completing the form and to answer any questions regarding required documentation.

Point of Contact

Applicants may contact the CLPHD Charity Care Program Coordinator at:
City of Laredo Public Health Department
2600 Cedar Ave

Phone: **956-795-4900**
Email: clhd@ci.laredo.tx.us

Processing Timeline

The CLPHD will review and process completed applications within **10 business days** of receipt. Applicants will receive written notification of approval or denial, including the effective date and duration of eligibility. Incomplete applications will be returned with a request for additional information.

Participating Providers

The following CLPHD-operated clinics and laboratories participate in the Charity Care Program and have agreed to provide covered patient care services. Additional clinics may be added through formal amendment of this policy:

- Primary Care
- Lifestyle Medicine

Record Retention

Charity Care Screening Forms and supporting documentation will be retained as part of the patient's medical record in accordance with the City of Laredo Public Health Department's Record Retention Policy. Per HIPAA (45 CFR §164.316), all required documentation must be maintained for at least six years from the date of creation or last effective date, unless state law requires a longer period. HIPAA requirements take precedence over shorter state retention timelines.

Community Communication Plan

The City of Laredo Charity Care Policy is available through posted notices in all clinical service and registration areas. Copies of the policy are available for review by the patient upon request. Written notice of the policy is provided to patients during the registration process.

Charity Care and Uninsured Related Definitions

Uninsured: An individual who has no health insurance or other source of third-party coverage for medical/health services.
Uninsured Cost: Uninsured Cost is the cost to provide services to uninsured patients as defined by the Centers for Medicare and Medicaid Services (CMS). HHSC considers an individual whose third-party coverage does not include the service provided to be uninsured for that service.

Underserved: is a person who has limited or no adequate access to essential health care services due to factors such as income, geographic location, insurance status, or other social and economic barriers.

Charity Care: Healthcare services provided without expectation of reimbursement to uninsured patients

Attachment A

Financial Assistance Program and Charity Care Screening Form

Please fill out all information completely. If it does not apply, write "NA." Attach additional pages if needed.

SCREENING INFORMATION
Has the Patient applied for Charity Care Before?□ **Yes** □ **No**If yes date applied:
Patient Uninsured? □ **Yes** □ **No**
Has the patient applied for Medicaid? □ **Yes** □ **NoMay be required to apply before being considered for Charity Care assistance**

Check below if any of the Financial Hardship criteria applies to you:

- □ Experienced homelessness
- □ Filed personal bankruptcy in federal court
- □ Eligible for participation in Women, Infants and Children programs (WIC)
- □ Eligible for food stamps (SNAP/Lone Star Card/EBT)
- □ Eligible for rent voucher from federal/state, housing authority or City
- □ Residence address is subsidized housing
- □ Household income at or below 400% of the then-current Federal Poverty Guidelines

Family Size	Federal Poverty	100% Discount (≤ 250% FPG)	75% Discount (251–300% FPG)	50% Discount (301–350% FPG)	25% Discount (351–400% FPG)	Not Eligible (>400% FPG)
1	$15,650	≤ $39,125	$39,125.01 – $46,950	$46,950.01 – $54,775	$54,775.01 – $62,600	> $62,600
2	$21,150	≤ $52,875	$52,875.01 – $63,450	$63,450.01 – $74,025	$74,025.01 – $84,600	> $84,600
3	$26,650	≤ $66,625	$66,625.01 – $79,950	$79,950.01 – $93,275	$93,275.01 – $106,600	> $106,600
4	$32,150	≤ $80,375	$80,375.01 – $96,450	$96,450.01 – $112,525	$112,525.01 – $128,600	> $128,600
5	$37,650	≤ $94,125	$94,125.01 – $112,950	$112,950.01 – $131,775	$131,775.01 – $150,600	> $150,600
6	$43,150	≤ $107,875	$107,875.01 – $129,450	$129,450.01 – $151,025	$151,025.01 – $172,600	> $172,600
7	$48,650	≤ $121,625	$121,625.01 – $145,950	$145,950.01 – $170,275	$170,275.01 – $194,600	> $194,600
8	$54,150	≤ $135,375	$135,375.01 – $162,450	$162,450.01 – $189,525	$189,525.01 – $216,600	> $216,600
9	$59,650	≤ $149,125	$149,125.01 – $178,950	$178,950.01 – $208,775	$208,775.01 – $238,600	> $238,600
10	$65,150	≤ $162,875	$162,875.01 – $195,450	$195,450.01 – $228,025	$228,025.01 – $260,600	> $260,600
11	$70,650	≤ $176,625	$176,625.01 – $211,950	$211,950.01 – $247,275	$247,275.01 – $282,600	> $282,600
12	$76,150	≤ $190,375	$190,375.01 – $228,450	$228,450.01 – $266,525	$266,525.01 – $304,600	> $304,600
13	$81,650	≤ $204,125	$204,125.01 – $244,950	$244,950.01 – $285,775	$285,775.01 – $326,600	> $326,600
14	$87,150	≤ $217,875	$217,875.01 – $261,450	$261,450.01 – $305,025	$305,025.01 – $348,600	> $348,600
15	$92,650	≤ $231,625	$231,625.01 – $277,950	$277,950.01 – $324,275	$324,275.01 – $370,600	> $370,600

PATIENT AND APPLICANT INFORMATION			
Patient first name	Patient middle name		Patient last name
□ Male □ Female □ Other (specify_____)	Birth Date		Social Security Number (optional*)
Person Responsible for Paying Bill	Relationship to Patient	Birth Date	Social Security Number (optional*)
Mailing Address _____ _____ City State Zip Code			Main contact number(s)_____ ( )_____ ( )_____ Email Address:

Financial Assistance Program and Charity Care Screening Form

Employment status of person responsible for paying bill

□ **Employed** (date of hire:_____) □ Unemployed (how long unemployed:_____)

□ **Self-Employed** □ **Student** □ **Disabled** □ **Retired** □ **Other** (_____)

FAMILY HOUSEHOLD SIZE AND INCOME INFORMATIO

Provide number of family members in your household (related by birth, marriage, and adoption) AND Income information.

FAMILY SIZE_____List the applicant's household income below.

Name of Household Member Receiving money	Name of Agency Person or Employer who provides Money	Type of Income	Amount Received	How Often Received	Monthly Income Total
		Total Countable Monthly Income			

PATIENT AGREEMENT

I understand that the City of Laredo Health Department may verify information by reviewing credit information and obtaining information from other sources to assist in determining eligibility for Charity Care Assistance.

By signing below, I certify that

1. The above information is true and correct to the best of my knowledge **AND**
2. One or more of the financial hardship criteria listed in this application applies to me **AND**
3. I do not have Health Insurance Medicare or Medicaid

_____

Applicant Name

_____

Guardian Name (if applicable)

_____- _____

Signature Date

City of Laredo

City Council

Meeting Date: 9/15/2025 **Resolution 30.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to ratify and enter into a contract from the Texas Health and Human Services Commission (HHS) for the Healthy Texas Women (HTW) Project Grant in the amount of $302,880.00 per grant year for a total award amount of $1,514,400.00, with no match for the City of Laredo Public Health Department for a five (5) year term for the period from September 01, 2025 through August 31, 2030. Funds will be accounted for in the Laredo Public Health Department Fund - Healthy Texas Women (HTW) Project Grant.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

- **Goal 7.1:** Improve access to health services for residents.
- **Policy 7.1.1:** Expand access to quality health services in underserved neighborhoods.
- **Goal 7.3:** Improve women's and maternal health outcomes.
- **Policy 7.3.1:** Promote preventive health services for women, including reproductive and wellness care.
- **Policy 7.3.2:** Increase access to affordable care for low-income women and families.

Summary of alignment: The resolution aligns with the Viva Laredo Comprehensive Plan by promoting preventive healthcare and expanding access to essential services for women aged 15 to 44 living at or below 200% of the Federal Poverty Level. Through the HTW program, the City provides early detection, wellness care, and reproductive health services, reducing health disparities and improving long-term outcomes for women in underserved communities. This supports the plan's commitment to equitable healthcare access, improved maternal health, and strengthened community wellness infrastructure.

PREVIOUS COUNCIL ACTION
On July 22, 2024, Council approved Resolution 2024-R-217

BACKGROUND
The City of Laredo Public Health Department is continuing its contract with the Health and Human Services Commission for the continuation of the Healthy Texas Women (HTW) Project Grant. Through the Healthy Texas Women (HTW) program, the City of Laredo Public Health Department provides patient care, preventative health care services for women under the 200% Federal Poverty Level and between the ages of 15 to 44 years old to enhance health care access, early detection and prevention for women.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION
Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Healthy Texas Women Project Grant
Account #:	226-0000-321-6310
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The revenue account 226-0000-321-6310 and the expenditure division is 226-6109 with Project Numbers HEHT11; HEHT12; HEHT13; HEHT14; HEHT15.

2025-R-220

AUTHORIZING THE CITY MANAGER TO RATIFY AND ENTER INTO A CONTRACT FROM TEXAS HEALTH AND HUMAN SERVICES COMMISSION (HHS) FOR THE HEALTHY TEXAS WOMEN (HTW) PROJECT GRANT, IN THE AMOUNT OF $302,880.00 PER GRANT YEAR, FOR A TOTAL AWARD AMOUNT OF $1,514,400.00, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR A FIVE (5) YEAR TERM FOR THE PERIOD FROM SEPTEMBER 01, 2025 THROUGH AUGUST 31, 2030. FUNDS WILL BE ACCOUNTED FOR IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – HEALTHY TEXAS WOMEN (HTW) PROJECT GRANT.

WHEREAS, the Health and Human Services Commission continues to contract with the City of Laredo Public Health Department for the Healthy Texas Women (HTW) Project Grant. The HTW program provides patient care preventative health care services for women under the 200% Federal Poverty Level and between the ages of 15 to 44 years old to enhance health care access, early detection and prevention for women; and

WHEREAS, through these programs, the City of Laredo Public Health Department aims to improve women's health through better access to primary care, women's health, preventive care, early detection, cancer screening, prenatal, postpartum, maternal child health, family planning, chronic disease prevention, case management and health education as well as diagnostic and laboratory services.

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

Section 1: The City Manager is hereby authorized to accept and enter into a continuation from the Texas Health and Human Services Commission (HHS) for the Healthy Texas Women (HTW) Project Grant, in the amount of $302,880.00 per grant year for a total award amount of $1,514,400.00, with no match for the City of Laredo Public Health Department for a five (5) year term for the period from September 01, 2025 through August 31, 2030. Funds will be accounted for in the Laredo Public Health Department Fund – Healthy Texas Women (HTW) Project Grant.

Section 2: Funding is available in revenue account 226-0000-321-6310 the expenditure division is 226-6109 with project numbers HEHT11; HEHT12; HEHT13; HEHT14; HEHT15.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2024.

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM
DOANH T. NGUYEN, CITY ATTORNEY

AMBER R. HOLMES
ASSISTANT CITY ATTORNEY

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SIGNATURE DOCUMENT FOR
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
GRANT AGREEMENT
CONTRACT NO. HHS001545100029
UNDER THE
HEALTHY TEXAS WOMEN PROGRAM - COST REIMBURSEMENT

The parties to this agreement are the Health and Human Services Commission ("HHSC" or "System Agency"), a pass-through entity, and City of Laredo ("Grantee") (each a "Party" and collectively the "Parties"). The Parties enter into the following grant contract to provide funding for the Healthy Texas Women Program - Cost Reimbursement (the "Grant Agreement" or the "Contract").

I. PURPOSE

The purpose of this Grant Agreement is to provide a continuum of care through an array of women's health and family planning-related services, including Healthy Texas Women (HTW). Through the HTW Cost Reimbursement program, HHSC provides cost reimbursement for support services important to maintaining the HTW program and enhancing HTW direct care services.

II. LEGAL AUTHORITY

This Grant Agreement is authorized under and in compliance with the provisions of the Texas Administrative Code (TAC), Title 1, Part 15, Chapter 382, Subchapter A. State funds for this Grant Project are authorized under the 2026-27 General Appropriations Act, Senate Bill 1, Texas Legislature, Regular Session, 2025.

III. DURATION

This Grant Agreement is effective on September 1, 2025, and expires on August 31, 2030, unless sooner terminated or extended.

Notwithstanding the limitation in the preceding paragraph and with at least 30 calendar days' advance written notice to Grantee, at the end of the initial term or any renewal period, System Agency, at its sole discretion, may extend this Grant Agreement as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State for up to 6 months, in one-month intervals, at the then-current contract rate or rates (if applicable) as modified during the term of the Grant Agreement.

IV. STATEMENT OF WORK

The RFA, including all addenda, is incorporated into and made a part of this Grant Agreement for all purposes and included as **Attachment A**.

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V. BUDGET AND INDIRECT COST RATE

The total amount of this Grant Agreement will not exceed **$1,514,400.00**, which is equally allocated for each year over the five year grant period**.**

Indirect Cost Rate: The Grantee's acknowledged or approved Indirect Cost Rate (ICR) is contained within the approved budget workbook and the Indirect Cost Rate Acknowledgement Letter is attached to this Contract and incorporated as **ATTACHMENT J**. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

If the System Agency approves or acknowledges an updated indirect cost rate, the Grant Agreement will be amended to incorporate the new rate (and the new indirect cost rate letter, if applicable) and the budget revised accordingly.

VI. NOTICE TO PROCEED

Grantee will be reimbursed as authorized by HHSC in each of its Notice(s) to Proceed ("NTP"). With respect to any NTP, the reimbursement amount shall not exceed the budget amount set forth in the NTP. The budget amount(s) set forth in any NTP issued under Article VI shall automatically be incorporated herein in accordance with the terms and conditions of this Grant Agreement.

No expenses may be incurred, and no work may begin for a state fiscal year, until HHSC issues a written Notice to Proceed to the Grantee for that state fiscal year authorizing and approving the categorical budget.

Prior to the issuance of the NTP to Grantee, HHSC will contact Grantee to request a categorical budget to provide necessary services. The issuance of the NTP will be dependent on the HHSC's receipt and approval of the categorical budget proposed by Grantee. HHSC may send the NTP to the Grantee by regular mail, electronic mail, or facsimile transmission. A NTP template is included as **ATTACHMENT K, NOTICE TO PROCEED TEMPLATE.**

VII. REPORTING REQUIREMENTS

Grantee shall submit the following reports to the designated email or mailing address identified on report forms or as otherwise directed by HHSC:

REPORT	FREQUENCY	DUE DATE
Financial Status Report (FSR)	**Quarterly** Q1: September 1– November 30 Q2: December 1 – February 28/29 Q3: March 1 – May 31	Within 30 calendar days after the end of each quarter. Final FSR due within forty-five (45) calendar days after the end of the Grant Period.

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	Q4: June 1 – August 31 (Final)	
Patient Navigator Quarterly Performance Report	**Quarterly** Q1: September 1– November 30 Q2: December 1 – February 28/29 Q3: March 1 – May 31 Q4: June 1 – August 31	Within 30 calendar days after the end of each quarter.
Voucher packet and supporting documentation	**Monthly**	The last business day of the month following the month in which expenses were incurred or services provided. The final voucher is due 45 calendar days after the end of the Grant Period. The final voucher is due 45 calendar days after the end of the Grant Period.
Promotion and Outreach Surveys	**Twice annually**	Fifteen (15) calendar days after the end of the reporting period, as outlined in the Program Policy Manual.

VIII. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Grant Agreement on behalf of their respective Party.

System Agency
Zali Cross
Health and Human Services Commission
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751
zali.cross@hhs.texas.gov

Grantee
Joseph W.Neeb
City of Laredo
1110 Houston St. Laredo
Webb, TX 78040-8019
jneeb@ci.laredo.tx.us

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IX. NOTICE REQUIREMENTS

A. All notices given by Grantee shall be in writing, include the Grant Agreement contract number, comply with all terms and conditions of the Grant Agreement, and be delivered to the System Agency's Contract Representative identified above.

B. Grantee shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751

C. Notices given by System Agency to Grantee may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.

D. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.

E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

X. ELIGIBLE POPULATION AND SERVICE DELIVERY AREA(S)

A. Grantee shall provide services to the number of unduplicated clients as outlined in the Notice to Proceed (NTP). HHSC may reduce the Grantee's grant award amount if, based on HHSC review, it is determined that Grantee cannot serve the minimum number of clients.

B. Grantee shall provide services to clients residing in the following county(ies):

Webb (11)

C. All requests for changes in service area or approved clinics must be approved in writing by HHSC before implementation. HHSC reserves the right to negotiate the geographic boundaries of service areas awarded.

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XI. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of this Grant Agreement for all purposes. Unless expressly stated otherwise in this Grant Agreement, in the event of conflict, ambiguity or inconsistency between or among any documents, all System Agency documents take precedence over Grantee's documents and the Data Use Agreement takes precedence over all other contract documents.

ATTACHMENT A – STATEMENT OF WORK
ATTACHMENT B – HEALTHY TEXAS WOMEN CR BUDGET PROCEDURES
ATTACHMENT C – CONTRACT AFFIRMATIONS- V. 2.5
ATTACHMENT D – UNIFORM TERMS AND CONDITIONS – GRANT V. 3.5
ATTACHMENT E – DATA USE AGREEMENT
ATTACHMENT F – ASSURANCES – NON-CONSTRUCTION PROGRAMS
ATTACHMENT G – CERTIFICATION REGARDING LOBBYING
ATTACHMENT H – RFA NO. HHS0015451AND ADDENDA
ATTACHMENT I – GRANTEE'S RESPONSE TO RFA NO. HHS0015451
ATTACHMENT J – INDIRECT COST RATE ACKNOWLEDGEMENT LETTER
ATTACHMENT K – NOTICE TO PROCEED TEMPLATE

XII. SIGNATURE AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement. Any services or work performed by Grantee before this Grant Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

SIGNATURE PAGE FOLLOWS

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

SIGNATURE PAGE FOR HHSC GRANT AGREEMENT,
CONTRACT NO. HHS001545100029

HEALTH AND HUMAN SERVICES COMMISSION	**CITY OF LAREDO**
_____	_____
Signature	Signature
Printed Name:_____	Printed Name: _____
Title: _____	Title: _____
Date of Execution: _____	Date of Execution: _____

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Attachment A

Statement of Work

Healthy Texas Women Cost Reimbursement Program

I. Program Purpose

HHSC provides a continuum of care through an array of women's health and family planning-related services, including Healthy Texas Women. Through Healthy Texas Women (HTW) Cost Reimbursement (HTW CR), HHSC provides reimbursement for support services important to maintaining the HTW program and enhancing HTW direct care services.

II. Grantee Responsibilities

A. Grantee must:

1. Ensure compliance with all state and federal statutes and regulations and System Agency rules, policies, procedures, and guidelines governing the Program, included but not limited to, *Texas Administrative Code (TAC), Title 1, Part 15, Chapter 382, Subchapter A*, §382.1 -§382.29 and the *Texas Medicaid Provider Procedures Manual (TMPPM)*. The foregoing rules in *TAC* Title 1 as they relate to the Program may be further modified and revised within their existing title during the term of the Grant Agreement. In the event of such modifications or revision, Grantee shall be required to comply with said rules.
2. Comply with all requirements under the Texas Grant Management Standards ("TxGMS"), currently available online at: Grant Management (texas.gov). The Texas Comptroller of Public Accounts ("CPA"), from time to time and in its sole discretion, may revise the online link provided in this subsection. Grantee is responsible for contacting CPA when Grantee cannot access the online materials to request the updated link. Grantee is always responsible for complying with the TxGMS, including any revisions to the standards during the Contract term.
3. Ensure compliance at all times with the current HTW CR Program Policy Manual available online at: Healthy Texas Women Cost Reimbursement Manual. The provisions of the Program Policy Manual may be further modified and revised within their existing title during the term of the Grant Agreement. In the event of such modifications or revisions, Grantee shall be required to comply with said rules.
4. Maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications of this Grant Agreement are met.

III. Program Requirements

A. To meet the mission and objective of grant funds awarded under this Grant Agreement, HTW CR funding must be used for support services that enhance services provided by

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

the Grantee to a Client under the HTW fee-for-service (FFS) program. Funds for support services may be used for:

1. Assisting eligible women with enrollment into the HTW FFS program;
2. Administrative support staff;
3. Staff development and training related to direct service delivery of the HTW FFS program;
4. Engaging in promotion and outreach activities related to the HTW FFS program, in accordance with an annual Grantee-developed promotion and outreach plan;
5. Basic infrastructure including but not limited to rent and utilities to support the delivery of services through HTW FFS; and
6. Direct clinical care for women screened as eligible for HTW FFS, while awaiting a full determination of eligibility from HHSC, and whose eligibility is ultimately denied and are not eligible for any other System Agency-administered programs for which the Grantee holds a Grant Agreement.

B. Grantees with System Agency-funded patient navigators must perform functions outlined in the HTW-CR Program Policy manual to facilitate and expedite access to the HTW FFS program.

IV. Performance Measures

A. All services and deliverables under the Grant Agreement shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.

B. Grantees with System Agency-funded Patient Navigators will be expected to report quarterly on the following measures:

1. Total number of active System Agency-funded Patient Navigators;

2. Total number of unduplicated individuals screened for any program offered at the clinic location by any staff person. This is not limited to System Agency-administered programs;

3. Total number of unduplicated individuals screened and served by the System Agency-funded Patient Navigator(s);

4. Total number of unduplicated individuals screened and served by the System Agency-funded Patient Navigator(s) lost to follow up or refusal of services;

5. Total number of unduplicated individuals served by the System Agency-funded Patient Navigator who are successfully navigated to Medicaid, HTW, Family Planning Program (FPP), Primary Health Care (PHC), and Breast and Cervical Cancer Services (BCCS); and

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

6. Total number of Non-Medical Service Needs identified by System Agency-funded Patient Navigators.

C. Completion of promotion and outreach surveys administered twice annually.

V. Personnel Standards and Requirements

A. Grantee must:
1. Maintain qualified staff in accordance with Program rules and the requirements established in the Program Policy Manual.
2. Have an organizational structure and related management systems that provide oversight and lines of authority appropriate for the size and scope of the Grantee organization.
3. Have current job descriptions for positions that will be fully or partially funded by this Grant, as well as key positions providing oversight to the administration and operations related to this Grant.
4. Notify in writing and provide updated contact information to System Agency of changes in CEO, CFO, program director or program manager within thirty (30) calendar days of change, whether funded under this contract or not. Grantee must notify in writing and provide updated contact information to System Agency of changes to any grant-funded positions.
5. Provide System Agency in writing the contact information for any HTW CR-funded Patient Navigator(s) within 30 days of hire date.
6. Provide staff training and development to System Agency-funded Patient Navigators in the screening of Clients for Medicaid, HTW, FPP, PHC, and BCCS, in the administration of the System Agency approved non-medical service needs assessment, and in the coordination of referrals for non-medical service needs.
7. Ensure the Patient Navigator(s), or another representative of the Grantee, attends a mandatory monthly learning community meeting facilitated by the System Agency to ensure continued development and sharing of promising practices.

VI. Administrative Policies

A. To be reimbursed under this contract, Grantees must:
1. Submit monthly vouchers for expenses outlined in the System Agency-approved budget. Supporting documentation must be submitted with each voucher. Supporting documentation includes the timely submission of quarterly performance measures reports in addition to a detailed general ledger supporting expenditures.
2. Meet all requirements as an HTW FFS provider, including being a Medicaid (Title XIX) provider in accordance with 1 TAC §352 and meeting all other eligibility requirements outlined in the TMPPM, and in the Program Policy Manual.
3. Expend grant funds within the current state fiscal year. Rollover of unexpended funds to the succeeding state fiscal years will not be allowed. Cost reimbursement awards

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

may not exceed a 1:3 ratio with Grantee's HTW fee-for-service payments for the Grant period. Grantee compliance will be assessed biannually.

4. Not expend more than five (5) percent of the payments received under a Grant Agreement for expenses related to performing administrative functions derived from subcontracting the terms of the Contract. Upon review each quarter, Grantees that have exceeded the five percent threshold will be asked to remit payment to System Agency for the amount over.
5. System Agency, in its sole discretion, may approve fund transfers between categories upon Grantee's written request that must include a detailed explanation that supports the need for the fund transfer. Grantee must seek System Agency's written approval prior to making any fund transfers.

VII. Reimbursement and Invoicing Process

A. Grantee must:

1. Finance upfront operational costs and request reimbursement from System Agency for costs incurred.
2. System Agency will reimburse Grantee for all charges determined and invoiced in accordance with terms and conditions of this Grant Agreement. All payments by System Agency under this Grant Agreement will be made in accordance with "Texas Prompt Payment Act," Chapter 2251 of the Texas Government Code.
3. Properly submit the monthly voucher packet and supporting documentation as defined in Section VI by the last business day of the month following service, using the monthly voucher packet received from System Agency for expenses outlined in the HHSC approved cost reimbursement budget.
4. Grantee must submit vouchers and supporting documentation to System Agency for review and concurrence in a secure, non-alterable electronic format to the email address on the monthly voucher packet with the Grantee's full name, month and year of invoice in the subject line. Upon concurrence, System Agency will submit the Voucher Packet to Accounts Payable.
5. All services shall be performed to the satisfaction of System Agency. System Agency shall not be liable for any payment for services that System Agency deems unsatisfactory, that fail to adhere to the terms of this Grant Agreement, or that have not been approved by System Agency.
6. May not deny a service due to client's inability to pay in accordance with 1 TAC Section 382.21.
7. Comply with System Agency's rules, policies, Contract provisions, and applicable instruction manuals regarding the collection and timely submission of complete and accurate data.

VIII. Required Reports

A. Grantees must submit the following reports by the noted due dates:

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Report Title	Submission Frequency	Due Date
Voucher packet and supporting documentation	**Monthly**	The last business day of the month following the month in which expenses were incurred or services provided. The final voucher is due 45 calendar days after the end of each state fiscal year.
Financial Status Report (FSR)	**Quarterly** Q1: September 1–November 30 Q2: December 1 – February 28/29 Q3: March 1 – May 31 Q4: June 1 – August 31 (Final)	Within 30 calendar days after the end of each quarter. Final FSR due within forty-five (45) calendar days after the end of the Grant Term.
Patient Navigator Quarterly Performance Report	**Quarterly** Q1: September 1–November 30 Q2: December 1 – February 28/29 Q3: March 1 – May 31 Q4: June 1 – August 31	Within 30 calendar days after the end of each quarter.
Promotion and Outreach Surveys	Twice annually	Fifteen (15) calendar days after the end of the reporting period, as outlined in the Program Policy Manual.

B. Grantee shall provide all applicable reports in the format and manner specified by System Agency in an accurate, complete, and timely manner and shall maintain appropriate supporting backup documentation. Failure to comply with submission deadlines for required reports or other requested information may result in System Agency, in its sole discretion, placing the Grantee on financial hold without first requiring a corrective action plan in addition to pursuing any other corrective or remedial actions under the Grant Agreement.

IX. Monitoring

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

A. System Agency will actively monitor Grantee's performance under this Grant Agreement including, but not limited to, the requirements as set forth in Attachment A to this Grant Agreement. All services and deliverables under the Grant Agreement shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.

B. System Agency will monitor Grantee's performance measure activity. If the number of unduplicated clients served by the Patient Navigators is less than that projected in Grantee's final approved Application, Grantee's funding award may be subject to a decrease for the remainder of the Contract year.

C. Unless otherwise specified in this Statement of Work, if Grantee cannot complete or otherwise comply with a requirement included in this Statement of Work, HHSC, at its sole discretion, may impose remedies or sanctions outlined under **Contract Attachment D, Uniform Terms and Conditions.**

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Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Attachment B
Healthy Texas Women CR
Budget Procedures

A. Funding Source: State General Revenue

B. Grantee must comply with the following Grant requirements, located at System Agency's website, https://hhs.texas.gov/doing-business-hhs/grants, and the Texas Grant Management Standards.

C. Cost Reimbursement Budget:

1. Grantee's approved cost reimbursement budget documents all approved and allowable expenditures.

2. Grantee shall only utilize the funding for approved and allowable costs.

3. If needed, Grantee may revise the System Agency-approved cost reimbursement budget. Revision requirements are as follows:

   a) System Agency, in its sole discretion, may approve fund transfers between budget categories upon Grantee's written request submitted to the System Agency-assigned contract manager. Written requests must include a detailed explanation that supports the need for the revisions to the approved cost reimbursement budget. Grantee's budget revision is not authorized, and funds cannot be utilized unless approved by System Agency.

D. Billing Instructions:

1. All Contract costs must be individually identifiable, verifiable, and necessary to satisfy the requirements of this Contract.

2. Grantee shall provide the services and deliverables described in this Contract in the time and manner prescribed.

3. Grantee shall maintain, and produce for System Agency, accounting records that adequately identify and support all costs incurred in the performance of this Contract.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

HEALTH AND HUMAN SERVICES
Contract Number HHS001545100029
Attachment C CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS 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 prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor 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.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

5. Assignment

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM*) maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 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.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings**.**

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. COVID-19 Vaccinations

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to the Department of State Health Services (DSHS) may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

43. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

45. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

46. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

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47. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. Apr. 1, 2025, Section 544.0106, pursuant to House Bill 4611, Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

48. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

49. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

50. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

51. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

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52. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

53. Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Contractor certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:

a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or

b. Listed in Section 1260H of the 2021 NDAA; or

c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or

d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

54. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

55. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

56. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

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57. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

58. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

59. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

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Authorized representative on behalf of Contractor must complete and sign the following:

City of Laredo

Legal Name of Contractor

City of Laredo Public Health Department

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

N/A

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

Signature of Authorized Representative	**Date Signed**
Richard A. Chamberlain	Health Director
Printed Name of Authorized Representative First, Middle Name or Initial, and Last Name	**Title of Authorized Representative**
2600 Cedar Ave.	Laredo, TX 78040
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**
956-795-4918	956-726-2632
Phone Number	**Fax Number**
	618150460
Email Address	**DUNS Number**
74-6001573	17460015732021
Federal Employer Identification Number	**Texas Identification Number (TIN)**
N/A	N/A
Texas Franchise Tax Number	**Texas Secretary of State Filing Number**
HWX7C56NNUV1	
SAM.gov Unique Entity Identifier (UEI)	

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TEXAS
Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.5

Published and Effective – September 2024

Responsible Office: Chief Counsel

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ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules; the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS 6
1.1 DEFINITIONS 6
1.2 INTERPRETIVE PROVISIONS 7
ARTICLE II. PAYMENT PROVISIONS 8
2.1 PROMPT PAYMENT 8
2.2 TAXES 8
2.3 ANCILLARY AND TRAVEL EXPENSES 8
2.4 BILLING 9
2.5 USE OF FUNDS 9
2.6 USE FOR MATCH PROHIBITED 9
2.7 PROGRAM INCOME 9
2.8 NONSUPPLANTING 9
2.9 INDIRECT COST RATES 9
ARTICLE III. STATE AND FEDERAL FUNDING 10
3.1 EXCESS OBLIGATIONS PROHIBITED 10
3.2 NO DEBT AGAINST THE STATE 10
3.3 DEBTS AND DELINQUENCIES 10
3.4 REFUNDS AND OVERPAYMENTS 10
ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS 10
4.1 ALLOWABLE COSTS 10
4.2 AUDITS AND FINANCIAL STATEMENTS 11
4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS 12
ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS 12
5.1 WARRANTY 12
5.2 GENERAL AFFIRMATIONS 12
5.3 FEDERAL ASSURANCES 12
5.4 FEDERAL CERTIFICATIONS 12
5.5 STATE ASSURANCES 13
ARTICLE VI. INTELLECTUAL PROPERTY 13
6.1 OWNERSHIP OF WORK PRODUCT 13
6.2 GRANTEE'S PRE-EXISTING WORKS 13
6.3 THIRD PARTY IP 14

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS 14
6.5 DELIVERY UPON TERMINATION OR EXPIRATION 14
6.6 SURVIVAL 14
6.7 SYSTEM AGENCY DATA 14
ARTICLE VII. PROPERTY **15**
7.1 USE OF STATE PROPERTY 15
7.2 DAMAGE TO STATE PROPERTY 15
7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT 16
7.4 EQUIPMENT AND PROPERTY 16
ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY **16**
8.1 RECORD MAINTENANCE AND RETENTION 16
8.2 AGENCY'S RIGHT TO AUDIT 16
8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS 17
8.4 STATE AUDITOR'S RIGHT TO AUDIT 17
8.5 CONFIDENTIALITY 18
ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES **18**
9.1 REMEDIES 18
9.2 TERMINATION FOR CONVENIENCE 18
9.3 TERMINATION FOR CAUSE 19
9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS 19
9.5 INHERENTLY RELIGIOUS ACTIVITIES 19
9.6 POLITICAL ACTIVITIES 19
ARTICLE X. INDEMNITY **20**
10.1 GENERAL INDEMNITY 20
10.2 INTELLECTUAL PROPERTY 20
10.3 ADDITIONAL INDEMNITY PROVISIONS 21
ARTICLE XI. GENERAL PROVISIONS **21**
11.1 AMENDMENTS 21
11.2 NO QUANTITY GUARANTEES 21
11.3 CHILD ABUSE REPORTING REQUIREMENTS 21
11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS 21
11.5 INSURANCE AND BONDS 22

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

11.6 LIMITATION ON AUTHORITY 22
11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS 23
11.8 SUBCONTRACTORS 23
11.9 PERMITTING AND LICENSURE 23
11.10 INDEPENDENT CONTRACTOR 23
11.11 GOVERNING LAW AND VENUE 23
11.12 SEVERABILITY 24
11.13 SURVIVABILITY 24
11.14 FORCE MAJEURE 24
11.15 NO IMPLIED WAIVER OF PROVISIONS 24
11.16 FUNDING DISCLAIMERS AND LABELING 24
11.17 MEDIA RELEASES 25
11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS 25
11.19 SOVEREIGN IMMUNITY 25
11.20 ENTIRE CONTRACT AND MODIFICATION 25
11.21 COUNTERPARTS 25
11.22 PROPER AUTHORITY 26
11.23 E-VERIFY PROGRAM 26
11.24 CIVIL RIGHTS 26
11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS 27
11.26 DISCLOSURE OF LITIGATION 27
11.27 NO THIRD PARTY BENEFICIARIES 27
11.28 BINDING EFFECT 27

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

"Contract" or "Grant Agreement" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

"Deliverables" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Grant Agreement takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.

"HHSC" means the Texas Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

"Signature Document" means the document executed by all Parties for this Grant Agreement.

"Solicitation," "Funding Announcement" or "Request for Applications (RFA)" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' website relative to travel reimbursements under this Contract, if any.

"Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

"System Agency" means HHSC or DSHS, as applicable.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

"Texas Grant Management Standards" or "TxGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 INTERPRETIVE PROVISIONS

A. The meanings of defined terms include the singular and plural forms.
B. The words "hereof," "herein," "hereunder," and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
I. Time is of the essence in this Grant Agreement.
J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
    i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
    ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

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criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.

C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement.

ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee may be subject to sanctions and remedies for non-compliance.

iii. If Grantee, within Grantee's fiscal year, expends federal funds awarded of at least $750,000 for audit periods beginning before October 1, 2024 (beginning on or after October 1, 2024, at least $1,000,000), Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

iv. If Grantee, within Grantee's fiscal year, expends at least $750,000 in state funds awarded or other amount specified in the TxGMS, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.

v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.

vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

4.3 Submission of Audits and Financial Statements

A. Audits.
Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:
i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.
Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:
i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. Warranty, Affirmations, Assurances and Certifications

5.1 Warranty

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

i. Repair or replace all defective or damaged work;
ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 General Affirmations

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 Federal Assurances

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 Federal Certifications

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.
B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.

B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.

C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.

B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.,* laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
    i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
    ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

7.3 Property Rights upon Termination or Expiration of Contract

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 Equipment and Property

All equipment and property acquired by Grantee, with funds awarded under this Grant Agreement, are subject to all applicable laws and governing authority including, but not limited to, applicable provisions of 2 CFR 200 and TxGMS. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. Record Retention, Audit, And Confidentiality

8.1 Record Maintenance and Retention

A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.

B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

8.2 Agency's Right to Audit

A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.

B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.

D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.

E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.

B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.

C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
   i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
   ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
   iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
   iv. suspending all or part of the Grant Agreement;
   v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
   vi. recouping payments made by the System Agency to the Grantee found to be in error;
   vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
   viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
   ix. withholding release of new grant agreements; and
   x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.

B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.

C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

9.3 TERMINATION FOR CAUSE

A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.

B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.

D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM 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, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.

B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT AGREEMENT.

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;

ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR

iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

10.3 Additional Indemnity Provisions

A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.

B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.

C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. General Provisions

11.1 Amendments

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 No Quantity Guarantees

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 Child Abuse Reporting Requirements

A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.

B. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
iii. Applying to all employees and visitors in this designated area; and
iv. Providing for or referring its employees to tobacco use cessation services.

B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
i. Make public policy on behalf of the System Agency;
ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or

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the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be 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

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arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
   vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters
E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.

G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail CodeW206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 Enterprise Information Management Standards

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 Disclosure of Litigation

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Grantee's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 No Third Party Beneficiaries

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 Binding Effect

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR

This Data Use Agreement ("DUA") is effective as of the date of the Base Contract into which it is incorporated ("Effective Date"), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services ("HHS") and Contractor (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor's rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS's remedies in the event of Contractor's noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as "business associate" is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

"Authorized Purpose" means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Breach" means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99

(2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;

(3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;

(4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;

(5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;

(6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Destroy", "Destruction", for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

"Discover, Discovery" means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

"Legally Authorized Representative" of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

"Required by Law" means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

"Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

"Workforce" means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

(1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

(1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi**.** The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information *at rest* requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code, Chapter 521;
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

(a) Disclosure is Required by Law;

(b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:

1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;

2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and

3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

(C) With respect to ALL Confidential Information, Contractor shall NOT:

(1) Attempt to re-identify or further identify Confidential Information that has been deidentified, or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.

(2) Engage in prohibited marketing or sale of Confidential Information.

(3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information ***obtained from a federal system of records***, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing.*** Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor***:*** a. The date the Breach occurred;

b. The date of Contractor's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of Contractor's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;

g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;

i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;

k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;

l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

(A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.

(D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

(A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.

(C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

(D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 5.03 HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 Indemnification

Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require Contractor to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and noncontributory status.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER

_____

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with_____ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR	**SUBCONTRACTOR**
BY: _____	**BY:** _____
NAME: _____	**NAME:** _____
TITLE: _____	**TITLE:** _____
DATE _____**, 202 .** __	**DATE:** _____

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT E

Attachment 2-
Security and Privacy Initial Inquiry
[Attach Completed SPI Here]

TEXAS Health and Human Services

Texas HHS System - Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INQUIRY (SPI)

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? **IF NO, STOP. THE SPI FORM IS NOT REQUIRED.**	(X) Yes ( ) No
2. Entity or Applicant/Bidder Legal Name	Legal Name: City of Laredo Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): 1573 Procurement/Contract#: Address: 2600 Cedar Ave. City: Laredo State: TX ZIP: 78040 Telephone #: 956-795-4918 Email Address: rchamberla@ci.laredo.tx.us
3. Number of Employees, at all locations, in Applicant/Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/ Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 7
4. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0
5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	**A. Security Official:** Legal Name: Joe Rivera Address: 1102 Bob Bullock Loop City: Laredo State: TX ZIP: 78043 Telephone #: 956-727-6524 Email Address: **B. Privacy Official:** Legal Name: Luis T. Cerda Address: 2600 Cedar Ave. City: Laredo State: TX ZIP: 78040 Telephone #: 956-727-6977 Email Address: lcerda@ci.laredo.tx.us

6. **Type(s) of Texas HHS Confidential Information the Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply)** • *Health Insurance Portability and Accountability Act (HIPAA) data* • *Criminal Justice Information Services (CJIS) data* • *Internal Revenue Service Federal Tax Information (IRS FTI) data* • *Centers for Medicare & Medicaid Services (CMS)* • *Social Security Administration (SSA)* • *Personally Identifiable Information (PII)*	HIPAA	CJIS	IRS FTI	CMS	SSA	PII
	[X]	[ ]	[ ]	[X]	[X]	[X]
	Other (Please List)					

7. **Number of Storage Devices for Texas HHS Confidential Information (as defined in the Texas HHS System Data Use Agreement (DUA))** Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 0
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.	7
b. Servers. Number of Servers that are not in a data center or using Cloud Services.	0
c. Cloud Services. Number of Cloud Services in use.	0
d. Data Centers. Number of Data Centers in use.	1

8. **Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year:**	Select Option (a-d)
a. 499 individuals or less	( ) a.
b. 500 to 999 individuals	( ) b.
c. 1,000 to 99,999 individuals	(X) c.
d. 100,000 individuals or more	( ) d.

9. **HIPAA Business Associate Agreement**	
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered Texas HHS agency for a HIPAA-covered function?	(X) Yes ( ) No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "N/A" if not applicable, such as for agencies not covered by HIPAA.)	(X) Yes ( ) No ( ) N/A
Action Plan for Compliance with a Timeline:	Compliance Date:

10. **Subcontractors.** If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "N/A" for both 'a.' and 'b.'	
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	(X) Yes ( ) No ( ) N/A
Action Plan for Compliance with a Timeline:	Compliance Date:

b. Will Applicant/Bidder agree to require subcontractors who will access Confidential Information to comply with the terms of the DUA, not disclose any Confidential Information to them until they have agreed in writing to the same safeguards and to discontinue their access to the Confidential Information if they fail to comply?	⊗ Yes ○ No ○ N/A
Action Plan for Compliance with a Timeline:	Compliance Date:
11. Does Applicant/Bidder have any **Optional Insurance** currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	⊗ Yes ○ No ○ N/A

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	**Yes or No**
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information?	(X) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information on behalf of a Texas HHS agency?	(X) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of Texas HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	(X) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of Texas HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the Texas HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose Texas HHS Confidential Information has been breached, as directed by the Texas HHS agency?	(X) Yes ( ) No

Action Plan for Compliance with a Timeline:	Compliance Date:
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	⊗ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	⊗ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Texas HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by a Texas HHS agency?	⊗ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Texas HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	⊗ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of Texas HHS Confidential Information within 60 days of identification of a need for update?	⊗ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified Texas HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the Texas HHS Confidential Information, except for an Authorized Purpose, without express written authorization from a Texas HHS agency or as expressly permitted by the Base Contract?	☒ Yes ☐ No
Action Plan for Compliance with a Timeline:	Compliance Date:
k. If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit Texas HHS Confidential Information outside of the United States, will Applicant/Bidder obtain the express prior written permission from the Texas HHS agency and comply with the Texas HHS agency conditions for safeguarding offshore Texas HHS Confidential Information?	☒ Yes ☐ No
Action Plan for Compliance with a Timeline:	Compliance Date:
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with Texas HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	☒ Yes ☐ No
Action Plan for Compliance with a Timeline:	Compliance Date:
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information?	☒ Yes ☐ No
Action Plan for Compliance with a Timeline:	Compliance Date:
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of Texas HHS pursuant to the DUA, or to publish Texas HHS Confidential Information without express prior approval of the Texas HHS agency?	☒ Yes ☐ No
Action Plan for Compliance with a Timeline:	Compliance Date:
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Texas HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Texas HHS Confidential Information, (2) a requirement to complete training before access is given to Texas HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	☒ Yes ☐ No

Action Plan for Compliance with a Timeline:	Compliance Date:
3. Does Applicant/Bidder have Privacy Safeguards to protect Texas HHS Confidential Information in oral, paper and/or electronic form? "Privacy Safeguards" means protection of Texas HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.	⊗ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Texas HHS Confidential Information, whether oral, written or electronic?	⊗ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Texas HHS Confidential Information from the list of Authorized Users?	⊗ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)

This section is about your electronic system. If your business DOES NOT store, access, or transmit Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.	**No Electronic Systems** ☐

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related items is 30 calendar days, PII-related items is 90 calendar days.

1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information are maintained **IN** the United States (no offshoring) unless **ALL** of the following requirements are met? **a.** The data is encrypted with FIPS 140-2 validated encryption **b.** The offshore provider does not have access to the encryption keys **c.** The Applicant/Bidder maintains the encryption key within the United States **d.** The Application/Bidder has obtained the express prior written permission of the Texas HHS agency *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	☒ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
3. Does Applicant/Bidder monitor and manage access to Texas HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access Texas HHS Confidential Information, and access is limited to Authorized Users)?	☒ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store Texas HHS Confidential Information. **If yes, upon request must provide evidence such as a screen shot or a system report.**	☒ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information have a unique user name (account) and private password?	(X) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store Texas HHS Confidential Information?	(X) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing Texas HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access Texas HHS Confidential Information, and remote access is limited to Authorized Users). *Encryption is required for all Texas HHS Confidential Information. Additionally, **FIPS 140-2** validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.* *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	(X) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store Texas HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	(X) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	(X) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:

10. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information that is ***transmitted*** over a public network (e.g., the Internet, WiFi, etc.)? **If yes, upon request must provide evidence such as a screen shot or a system report.** *Encryption is required for all HHS Confidential Information. Additionally, **FIPS 140-2** validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.* *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	☒ Yes ☐ No
Action Plan for Compliance with a Timeline:	Compliance Date:
11. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information ***stored*** on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)? **If yes, upon request must provide evidence such as a screen shot or a system report.** *Encryption is required for all Texas HHS Confidential Information. Additionally, **FIPS 140-2** validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.* *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	☒ Yes ☐ No
Action Plan for Compliance with a Timeline:	Compliance Date:
12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Texas HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	☒ Yes ☐ No
Action Plan for Compliance with a Timeline:	Compliance Date:
13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	☒ Yes ☐ No
Action Plan for Compliance with a Timeline:	Compliance Date:
14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information with a subcontractor (e.g., cloud services, social media, etc.) unless Texas HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?	☒ Yes ☐ No
Action Plan for Compliance with a Timeline:	Compliance Date:

15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information?	☒ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	☒ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
17. Does the Applicant/Bidder review system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis?	☒ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for Texas HHS Confidential Information ensure that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	☒ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
19. Does the Applicant/Bidder ensure that all public facing websites and mobile applications containing Texas HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516; including requirements for implementing vulnerability and penetration testing and addressing identified vulnerabilities? *For more information regarding TGC, Section 2054.516 DATA SECURITY PLAN FOR ONLINE AND MOBILE APPLICATIONS, please refer to:* https://legiscan.com/TX/text/HB8/2017	☒ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

SECTION D: SIGNATURE AND SUBMISSION (to be completed by Applicant/Bidder)

Please sign the form digitally, if possible. If you can't, provide a handwritten signature.

1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify Texas HHS of this immediately.

2. Signature	**3.** Title	**4.** Date:

To **submit** the completed, signed form:

- Email the form as an attachment to the appropriate Texas HHS Contract Manager(s).

Section E: To Be Completed by Texas HHS Agency Staff:

Agency(s): HHSC: ☐ DFPS: ☐ DSHS: ☐	Requesting Department(s):
Legal Entity Tax Identification Number (TIN) (Last four Only): ■■■■■■■□□□□	PO/Contract(s) #:

Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:
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INSTRUCTIONS FOR COMPLETING THE SECURITY AND PRIVACY INQUIRY (SPI)

Below are instructions for Applicants, Bidders and Contractors for Texas Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction item numbers below correspond to sections on the SPI form.

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A. APPLICANT /BIDDER INFORMATION

Item #1. *Only contractors that access, transmit, store, and/or maintain Texas HHS Confidential Information will complete and email this form as an attachment to the appropriate Texas HHS Contract Manager.*

Item #2. Entity or Applicant/Bidder Legal Name. *Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed named "dba"), the legal tax identification number (last four numbers only) of the entity or applicant/bidder, the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.*

Item #3. Number of Employees, at all locations, in Applicant/Bidder's workforce. *Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."*

Item #4. Number of Subcontractors. *Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.*

Item #5. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year. *Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Texas HHS Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.*

Item #5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder. *As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In 4.A. provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of Texas HHS Confidential Information and be willing to be the point of contact for privacy and security questions.*

Item #6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder Will Create, Receive, Maintain, Use, Disclose or Have Access to: *Provide a complete listing of all Texas HHS Confidential Information that the Contractor will create, receive, maintain, use, disclose or have access to. The DUA section Article 2, Definitions, defines Texas HHS Confidential Information as:*

> *"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of Texas HHS that consists of or includes any or all of the following:*
>
> *(1) Client Information;*
> *(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;*
> *(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;*

(4) Federal Tax Information;
(5) Personally Identifiable Information;
(6) Social Security Administration Data, including, without limitation, Medicaid information;
(7) All privileged work product;
(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

Definitions for the following types of confidential information can be found the following sites:

- *Health Insurance Portability and Accountability Act (HIPAA) - http://www.hhs.gov/hipaa/index.html*
- *Criminal Justice Information Services (CJIS) - https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center*
- *Internal Revenue Service Federal Tax Information (IRS FTI) - https://www.irs.gov/pub/irs-pdf/p1075.pdf*
- *Centers for Medicare & Medicaid Services (CMS) - https://www.cms.gov/Regulations-and-Guidance/Regulations-and-Guidance.html*
- *Social Security Administration (SSA) - https://www.ssa.gov/regulations/*
- *Personally Identifiable Information (PII) - http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf*

Item #7. Number of Storage devices for Texas HHS Confidential Information. *The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.*

- ***Item 7a. Devices****. Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store Texas HHS Confidential Information.*
- ***Item 7b. Servers****. Provide the number of servers not housed in a data center or "in the cloud," on which Texas HHS Confidential Information is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).*
- ***Item 7c. Cloud Services****. Provide the number of cloud services to which Texas HHS Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero.)*
- ***Item 7d. Data Centers.*** *Provide the number of data centers in which you store Texas HHS Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).*

Item #8. Number of unduplicated individuals for whom the Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year*. Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.*

Item #9. HIPAA Business Associate Agreement*.*

- ***Item #9a.*** *Answer "Yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Services, the Department of Disability and Aging Services, or the Health and Human Services Commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no." If "no," a compliance plan is not required.*
- ***Item #9b.*** *Answer "Yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "N/A."*

Item #10. Subcontractors*. If your business responded "0" to question 4 (number of subcontractors), Answer "N/A" to Items 10a and 10b to indicate not applicable.*

- ***Item #10a.*** *Answer "Yes" if your business requires that all subcontractors sign Attachment 1 of the DUA.*
- ***Item #10b.*** *Answer "Yes" if your business obtains Texas HHS approval before permitting subcontractors to handle Texas HHS Confidential Information on your business's behalf.*

Item #11*.* ***Optional Insurance.*** *Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any*

other situations listed in this question. If you are not required to have this optional coverage, answer "N/A" A compliance plan is not required.

SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT

Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard Texas HHS Confidential Information and respond in the event of a Breach of Texas HHS Confidential Information. To ensure that your business is prepared, all of the items below must be addressed in your written Privacy and Security policies and procedures.

Item #1. Answer "Yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use Texas HHS Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the Texas HHS Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the Texas HHS agency.
- **Item #1b.** Answer "Yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of Texas HHS Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.
- **Item #1c.** Answer "Yes" if your business has written policies and procedures that limit the Texas HHS Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., if a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, Texas HHS Confidential Information that is not required for performance of the services.
- **Item #1d.** Answer "Yes" if your business has written policies and procedures that explain how your business would respond to an actual or suspected breach of Texas HHS Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."
  - **Item #1di.** Answer "Yes" if your business has written policies and procedures that require your business to immediately notify Texas HHS, the Texas HHS Agency, regulatory authorities, or other required Individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.
    Refer to Article 4, Section 4.01:

    Initial Notice of Breach *must be provided in accordance with Texas HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:*
    - *within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information*
    - *within 24 hours of all other types of Texas HHS Confidential Information* ***48-hour Formal Notice*** *must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.01 (C) 2. of the DUA.*
  - **Item #1dii.** Answer "Yes" if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.
  - **Item #1diii.** Answer "Yes" if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose Texas HHS Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.
- **Item #1e.** Answer "Yes" if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any Event or Breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.

- **Item #1f.** Answer "Yes" if your business has written policies and procedures requiring you to allow individuals (clients/consumers) to access their individual record of Texas HHS Confidential Information, and allow them to amend or correct that information, if applicable.
- **Item #1g.** Answer "Yes" if your business has written policies and procedures restricting access to Texas HHS Confidential Information to only persons who have been authorized and trained on how to handle Texas HHS Confidential Information
- **Item #1h.** Answer "Yes" if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed Texas HHS Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individuals. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.
- **Item #1i.** Answer "Yes" if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose Texas HHS Confidential Information.
- **Item #1j.** Answer "Yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have Texas HHS Confidential Information except to perform obligations under the contract, or with written permission from Texas HHS.
- **Item #1k.** Answer "Yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting Texas HHS Confidential Information outside of the United States.
- **Item #1l.** Answer "Yes" if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.
- **Item #1m.** Answer "Yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information. Policies and procedures should comply with Texas HHS requirements for retention of records and methods of disposal.
- **Item #1n.** Answer "Yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of Texas HHS pursuant to the DUA, or other Texas HHS Confidential Information, without express prior written approval of the HHS agency.

Item #2. Answer "Yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under you direct supervision.

Item #3. Answer "Yes" if your business has privacy safeguards to protect Texas HHS Confidential Information as described in the SPI.

Item #4. Answer "Yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access Texas HHS Confidential Information. If you are the only person with access to Texas HHS Confidential Information, please answer "yes."

Item #5. Answer "Yes" if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle Texas HHS Confidential Information. If you are the only one with access to Texas HHS Confidential Information, please answer "Yes."

SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT

This section is about your electronic systems. If you DO NOT store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "Yes" for all questions in this section.

Item #1. Answer "Yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not off-shore their data.

Item #2. Answer "Yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.

Item #3. Answer "Yes" if your business monitors and manages access to Texas HHS Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to Texas HHS Confidential Information, etc.). If you are the only employee, answer "Yes" if you have implemented a process to periodically evaluate the need for accessing Texas HHS Confidential Information to fulfill your Authorized Purposes.

Item #4. Answer "Yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store Texas HHS Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:
https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/password-policy

Item #5. Answer "Yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information.

Item #6. Answer "Yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store Texas H H S Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:
https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/account-lockout-policy

Item #7. Answer "Yes" if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access Texas HHS Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "Yes."

Item #8. Answer "Yes" if your business updates the computer security settings for all your computers and electronic systems that access or store Texas HHS Confidential Information to prevent hacking or breaches (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system). For example, Microsoft's Windows security checklist:
https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/how-to-configure-security-policy-settings

Item #9. Answer "Yes" if your business secures physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "Yes."

Item #10. Answer "Yes" if your business uses encryption products to protect Texas HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) For more information regarding FIPS 140-2 encryption products, please refer to: *http://csrc.nist.gov/publications/fips*).

Item #11. Answer "Yes" if your business stores Texas HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data). For more information regarding FIPS 140-2 validated encryption products, please refer to: *http://csrc.nist.gov/publications/fips*). If you do not utilize end-user electronic devices for storing Texas HHS Confidential Information, answer "Yes."

Item #12. Answer "Yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting Texas HHS Confidential Information and associated systems containing Texas HHS Confidential Information before they can obtain access. If you are the only employee answer "Yes" if you have signed or are willing to sign the DUA, acknowledging your adherence to requirements and responsibilities.

Item #13. Answer "Yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access Texas HHS Confidential Information. If you are the only employee, answer "Yes" if you are willing to submit to a background check.

Item #14. Answer "Yes" if your business prohibits the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information on Cloud Services or social media sites if you use such services or sites, and there is a Texas HHS approved subcontractor agreement that includes compliance and liability clauses with the same requirements as the Applicant/Bidder. If you do not utilize Cloud Services or media sites for storing Texas HHS Confidential Information, answer "Yes."

Item #15. Answer "Yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:
https://portal.msrc.microsoft.com/en-us/

Item #16. Answer "Yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:
https://docs.microsoft.com/en-us/windows/security/threat-protection/

Item #17. Answer "Yes" if your business reviews system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:
https://docs.microsoft.com/en-us/windows/security/threat-protection/auditing/basic-security-audit-policies

Item #18. Answer "Yes" if your business disposal processes for Texas HHS Confidential Information ensures that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. Please see NIST SP 800-88 R1, *Guidelines for Media Sanitization* and the applicable laws and regulations for the information type for further guidance.

Item #19. Answer "Yes" if your business ensures that all public facing websites and mobile applications containing HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516

SECTION D. SIGNATURE AND SUBMISSION

Click on the signature area to digitally sign the document. Email the form as an attachment to the appropriate Texas HHS Contract Manager.

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ATTACHMENT F

View Burden Statement

OMB Number: 4040-0007
Expiration Date: 01/31/2019

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.

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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.

19. 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
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Laredo	

Standard Form 424B (Rev. 7-97) Back

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OMB Number: 4040-0013
Expiration Date: 02/28/2025

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 of Lobbying Activities," 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION	City of Laredo
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix:	
* First Name:	Joseph
Middle Name:	
* Last Name:	Neeb
Suffix:	
* Title:	City Manager
* SIGNATURE:	
* DATE:	

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TEXAS
Health and Human Services

CCecile E. YYoung, Executive CCommissioner

RRequest for Applications (RRFA)

GGrant for

H Healthy Texas Women Cost Reimbursement

RFA No. HHS0015451

APPLICATION SUBMISSION DEADLINE

March 17, 2025 by 10:30a.m. CCentral Time

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Contents

Section I. Executive Summary, Definitions, and Statutory Authority ***5***

1.1 Executive Summary 5

1.2 Definitions and Acronyms 6

1.3 Statutory Authority 9

1.4 Standards 9

Section II. Scope of Grant Project ***10***

2.1 Purpose 10

2.2 Program Background 10

2.3 Eligible Population 10

2.4 Eligible Service Areas 10

2.5 Eligible Activities 11

2.6 Program Requirements 11

2.7 Readiness Review 15

2.8 Required Reports 16

2.9 Performance Measures and Monitoring 17

2.10 Financial Status Reports (FSRs) 18

2.11 Final Billing Submission 18

2.12 Data Use Agreement 18

2.13 Limitations on Grants to Units of Local Government 18

Section III. Applicant Eligibility Requirements ***20***

3.1 Legal Authority to Apply 20

3.2 Application Screening Requirements 20

3.3 Grant Award Eligibility 20

3.4 Grants for Political Polling Prohibited 21

Section IV. Grant Term ***22***

4.1 Grant Term 22

4.2 Grant Project Closeout 22

Section V. Grant Funding and Reimbursement Information ***23***

5.1 Grant Funding Source and Available Funding 23

5.2 No Guarantee of Reimbursement Amounts 23

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

5.3 Grant Funding Prohibitions....23
5.4 Payment Method....24
Section VI. Application Forms and Exhibits for Submission....26
6.1 Narrative Proposal....26
6.2 Requested Budget....26
6.3 Indirect Costs....27
6.4 Administrative Applicant Information....27
Section VII. RFA Administrative Information and Inquiries....29
7.1 Schedule of Events....29
7.2 Sole Point of Contact....30
7.3 RFA Questions and Requests for Clarification....30
7.4 Ambiguity, Conflict, Discrepancy, Clarifications....31
7.5 Responses To Questions or Request for Clarifications....31
7.6 Changes, Amendment Or Modification To RFA....32
7.7 Exceptions and Assumptions....32
Section VIII. Application Organization and Submission Requirements....32
8.1 Application Receipt....32
8.2 Application Submission....33
8.3 Required Submission Method....33
8.4 Costs Incurred for Application....34
8.5 Application Composition....34
8.6 Application Organization....35
8.7 Application Withdrawals or Modifications....35
Section IX. Application Screening and Evaluation....36
9.1 Overview....36
9.2 Initial Compliance Screening of Applications....36
9.3 Questions or Requests for Clarification for Applications....36
9.4 Evaluation Criteria....37
9.5 Past Performance....37
9.6 Compliance for Participation in State Contracts....38
Section X. Award of Grant Agreement Process....41
10.1 Final Selection....41
10.2 Negotiations....41

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

10.3 Disclosure of Interested Parties 42
10.4 Execution and Announcement Of Grant Agreement(s).....42
Section XI. General Terms and Conditions ***.....44***
11.1 Grant Application Disclosure 44
11.2 Texas Historically Underutilized Businesses (HUBs).....44
Section XII. Application Confidential or Proprietary Information ***.....45***
12.1 Texas Public Information Act – Application Disclosure Requirements.....45
12.2 Applicant Waiver – Intellectual Property 47
Section XIII. Submission Checklist ***.....48***
Section XIV. List of Forms and Exhibits Attached to RFA ***.....50***

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Section I. Executive Summary, Definitions, and Statutory Authority

1.1 EXECUTIVE SUMMARY

The Texas Health and Human Services Commission (HHSC), the System Agency, is accepting applications for the Healthy Texas Women (HTW) Cost Reimbursement (CR) program, which includes optional funding to support Patient Navigators (NAV).

HHSC provides an array of women's health and family planning-related services, including HTW. Through HTW CR, HHSC provides reimbursement for support services important to maintaining the HTW program and enhancing HTW direct care services.

Claims for direct clinical care services provided to clients are reimbursed using the Fee-for-Service (FFS) reimbursement method. FFS claims are not funded under HTW CR. The HTW FFS component is managed through HHSC Medicaid and CHIP Services (MCS). Information on this process, as well as general program policies and procedures, are located in the *Healthy Texas Women (HTW) Handbook*, which is included in the Texas Medicaid Provider Procedures Manual (TMPPM).

Applicants should reference **Section II, Scope of Grant Project**, for further detailed information regarding the purpose, background, eligible population, eligible activities and requirements.

Grant Name:	Healthy Texas Women Cost Reimbursement
RFA No.:	HHS0015451
Deadline for Applications:	March 17, 2025 by 10:30 a.m. Central Time
Deadline for Submitting Questions or Requests for Clarifications:	February 25, 2025 by 5:00 p.m. Central Time
Estimated Total Available Funding:	$13,455,296.00 per State Fiscal Year, and $67,276,480.00 for the Grant Term.
Estimated Total Number of Awards:	Multiple
Estimated Max Award Amount:	Maximum award amount based on available funding and State coverage.
Match Required, if any:	Not required
Anticipated Project Start Date:	September 1, 2025

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Length of Project Period:	Five (5) State Fiscal Years
Eligible Applicants:	See Section 3.2 for Applicant eligibility

To be considered for screening, evaluation and award, Applicants must provide and submit all required information and documentation as set forth in **Section VIII, Application Organization and Submission Requirements** and **Section XIII, Submission Checklist** by the Deadline for Submission of Applications established in **Section 7.1, Schedule of Events,** or subsequent Addenda. See **Section 9.2, Initial Compliance Screening for Applications,** for further details.

1.2 DEFINITIONS AND ACRONYMS

Unless a different definition is specified, or the context clearly indicates otherwise, the definitions and acronyms given to a term below apply whenever the term appears in this RFA. All other terms have their ordinary and common meaning.

Refer to all exhibits to this RFA and the Program Policy Manual for additional definitions.

"Addendum" means a written clarification or revision to this RFA, including exhibits, forms, and attachments, as issued and posted by HHSC to the HHS Grants RFA website. Each Addendum will be posted and must be signed by the Applicant and returned with its Application.

"Applicant" means any person or legal entity that submits an Application in response to this RFA. The term includes the individual submitting the Application who is authorized to sign the Application on behalf of the Applicant and to bind the Applicant under any Grant Agreement that may result from the submission of the Application. May also be referred to in this RFA as Respondent.

"Application" means all documents the Applicant submits in response to this RFA, including all required forms and exhibits. May also be referred to in this RFA as solicitation response.

"Budget" means the financial plan for carrying out the Grant Project, as formalized in the Grant Agreement, including awarded funds and any required Match, submitted as part of the Application in response to this RFA. An Applicant's requested Budget may differ from the System Agency-approved Budget executed in the final Grant Agreement.

"Business Days" refers to Monday through Friday excluding holidays as appropriately determined by federal or state recognition.

"Calendar Days" refers to the total number of days in a particular month.

"CFR" means the Code of Federal Regulations which is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

"Client" means a member of the target population to be served under a Grant Agreement as a result of this RFA.

"Cost Reimbursement" refers to the basis for reasonable, allowable, and allocable Grant Project direct costs.

"Direct Cost" means those costs that can be identified specifically with a particular final cost objective under the Grant Project responsive to this RFA or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs. Direct costs include, but are not limited to, salaries, travel, equipment, and supplies directly benefiting the grant-supported project or activity.

"Equipment" pursuant to 2 CFR §200.1, means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $10,000. See §200.1 for Capital assets, Computing devices, General purpose equipment, Information technology systems, Special purpose equipment, and Supplies.

"Fee-For-Service" or "FFS" means payment mechanism for services that are reimbursed on a set rate per unit of service. This is also known as unit rate.

"General Ledger" means a set of numbered accounts a business uses to keep track of the financial transactions that may include assets, liabilities, equity, revenue, and expenses.

"Grant Agreement" means the agreement entered into by the System Agency and the Grantee as a result of this RFA, including the Signature Document and all attachments and amendments. May also be referred to in this RFA as "contract."

"Grantee" means the Party receiving funds under any Grant Agreement awarded under this RFA. May also be referred to as "subrecipient" or "contractor."

"Grant Term" unless otherwise specified, the Grant Term begins on the Grant Agreement effective date and ends on the Grant Agreement termination or expiration date and represents the entire base Grant Term. The Grant Term is the period of time set forth in the Grant Agreement during which Grantees may perform approved grant-funded activities to be eligible for reimbursement or payment.

"HHS" includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS).

"HHSC" means the Health and Human Services Commission.

"Indirect Cost" means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Indirect costs represent

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

the expenses of doing business that are not readily identified with the Grant Project responsive to this RFA but are necessary for the general operation of the organization and the conduct of activities it performs.

"Indirect Cost Rate" is a device for determining in a reasonable manner the proportion of indirect costs each program should bear. It is the ratio (expressed as a percentage) of the Grantee's indirect costs to a direct cost base.

"Patient Navigator" means a person who provides individualized assistance to clients to eliminate barriers to timely care across all segments of the health care continuum, including application assistance for HTW FFS, Family Planning Program (FPP), and Breast and Cervical Cancer Services (BCCS) programs.

"Program Policy Manual" means the document Healthy Texas Women Cost Reimbursement Manual that includes all program requirements including administrative and clinical policies, eligibility and screening requirements, clinical guidelines, documentation, reimbursement, and other program-specific requirements. The Program Policy Manual is maintained by the System Agency. Requirements outlined in the policy manuals are subject to change with advance notice from the System Agency.

"Project" or "Grant Project" means the specific work and activities that are supported by the funds provided under the Grant Agreement as a result of this RFA.

"Readiness Review" means HHSC process of review, assessment, and determination of Applicant's ability, preparedness, and availability to fulfill its obligations under the Contract.

"RFA" means this Request for Applications, including all parts, exhibits, forms, attachments, and addenda posted on the HHS Grants RFA website. May also be referred to herein as "solicitation."

"State" means the State of Texas and its instrumentalities, including the System Agency and any other state agency, its officers, employees, or authorized agents.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"Subgrantee" or "Subcontractor" means a third party who provides all or a specified part of the services, goods, work, and materials required in the original Grant. The Grantee remains entirely responsible to the System Agency for performance of all requirements of the Grant with the System Agency. The Grantee must closely monitor the Subgrantee's performance.

"System Agency" means HHSC that will be a party to any Grant Agreement resulting from the RFA.

"TxGMS" means the Texas Grant Management Standards Version 2.0 published by the Texas Comptroller of Public Accounts.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

"Underserved Areas," including but not limited to "colonias," means regions where women's health access is limited, rural areas/counties, primary health care shortage areas, and other areas of the State where women have not or do not receive women's health preventative services.

1.3 STATUTORY AUTHORITY

The System Agency is requesting Applications under Title 1 Texas Administrative Code (TAC) §382. State funds for this Grant Project are authorized under the 2024-25 General Appropriations Act, House Bill 1, Texas Legislature, Regular Session, 2023 (Article II, HHSC, Riders 63 and 69). All awards are subject to the availability of appropriated state funds and any modifications or additional requirements that may be imposed by law.

1.4 STANDARDS

Awards made as a result of this RFA are subject to all policies, terms, and conditions set forth in or included with this RFA as well as applicable statutes, requirements, and guidelines including, but not limited to applicable provisions of the Texas Grant Management Standards (TxGMS) and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Section II. Scope of Grant Project

2.1 PURPOSE

This funding opportunity invites grant Applications requesting funding for the Healthy Texas Women (HTW) Cost Reimbursement (CR) program. The purpose of this program is to provide reimbursement for support services important to maintaining the HTW program and enhancing HTW direct care services.

2.2 PROGRAM BACKGROUND

In 2016, HHSC implemented the HTW program through a combined FFS and CR model. The FFS component of HTW provides Texas women access to safe and reliable family planning services at no cost including:

1. Screening
2. Diagnostic services
3. Follow-up and appropriate referrals, and
4. Public information and education programs

The HTW CR component of the program was launched to provide funding to support provider infrastructure, to include support for overall outcomes for program Clients.

2.3 ELIGIBLE POPULATION

The eligible population to be served under this RFA consists of women who screen eligible for or are enrolled in HTW. Women may be eligible for HTW if they are:

1. Between the ages of 15 to 44 years old. (A parent or legal guardian must apply for applicants 15-17 years old);
2. Making less than the monthly family income limit of 204.2 percent of the federal poverty level;
3. A U.S. citizen or a qualified immigrant;
4. A resident of Texas;
5. Without creditable health insurance that covers family planning services;
6. Not receiving benefits through another Medicaid program or the Children's Health Insurance Program (CHIP); and
7. Not pregnant.

2.4 ELIGIBLE SERVICE AREAS

The service areas eligible for Grant Project funding under this RFA are statewide. Applicants must identify each Texas county it intends to serve using **Form D, Texas Counties Served by Region**.

The target service area for this RFA is Underserved Areas where healthcare access is limited, such as rural areas/counties, "colonias," primary health care shortage areas, and

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

other areas of the State where people have not or do not receive preventative and primary health care services.

System Agency defines "each Texas county it intends to serve" as a county in which the applicant plans to provide sufficient promotion and outreach strategies to ensure eligible individuals living in that county are consistently identified and navigated to the clinic or mobile sites.

2.5 ELIGIBLE ACTIVITIES

This grant program may fund activities and costs as allowed by the laws, regulations, rules, and guidance governing fund use identified in the relevant sections of this RFA. Only grant-funded activities authorized under this RFA are eligible for reimbursement and payment under any Grant Agreement awarded as a result of this RFA.

Cost reimbursement funding is used to enhance the Grantee's capability to support overall outcomes and enhance services to a Client under the FFS component of the HTW program.

The following Budget categories are allowable expenditures of HTW CR grant funds, with prior approval from System Agency:

1. Administrative Personnel, including Patient Navigators;
2. Fringe;
3. Travel;
4. Equipment;
5. Supplies;
6. Contractual;
7. Other allowable direct costs not listed in any previous categories; and
8. Indirect Cost.

At the discretion of System Agency, additional items may be included.

2.6 PROGRAM REQUIREMENTS

All Grant Projects funded under this RFA must meet the program requirements listed below.

A. Grantee Requirements

1. Grantee must ensure compliance with all state and federal statutes and regulations and System Agency rules, policies, procedures, and guidelines governing the Program, included but not limited to, 1 TAC, §§ 382.1 - 382.29 and the Texas Medicaid Provider Procedures Manual (TMPPM). The foregoing rules in TAC Title 1 as they relate to the Program may be further modified and revised within their existing title during the term of the Grant Agreement. In the event of such modifications or revision, Grantee shall be required to comply with said rules.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

2. Grantee must comply with all requirements under the Texas Grant Management Standards ("TxGMS"), currently available online at: Grant Management (texas.gov). The Texas Comptroller of Public Accounts ("CPA"), from time to time and in its sole discretion, may revise the online link provided in this subsection. Grantee is responsible for contacting CPA when Grantee cannot access the online materials to request the updated link. Grantee is always responsible for complying with the TxGMS, including any revisions to the standards during the Contract term.
3. Grantee must ensure compliance at all times with the current HTW CR Program Policy Manual available online at: Healthy Texas Women Cost Reimbursement Manual. The provisions of the Program Policy Manual may be further modified and revised within their existing title during the term of the Grant Agreement. In the event of such modifications or revisions, Grantee shall be required to comply with said rules.
4. Grantee must maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications of this Grant Agreement are met.

B. Support Service Requirements

To meet the mission and objective of grant funds awarded under this Grant Agreement, HTW CR funding must be used for support services that enhance services provided by the Grantee to a Client under the FFS component of the HTW program. Funds for support services may be used for:

1. Assisting eligible women with enrollment into the HTW program;
2. Administrative support staff;
3. Staff development and training related to direct service delivery in the FFS component of the HTW program;
4. Engaging in promotion and outreach activities related to the HTW program, in accordance with an annual Grantee-developed promotion and outreach plan;
5. Basic infrastructure including but not limited to rent and utilities to support the delivery of direct services through the FFS component of HTW; and
6. Direct clinical care for women screened as eligible for HTW, while awaiting a full determination of eligibility from HHSC, and whose eligibility is ultimately denied and are not eligible for any other System Agency-administered programs for which the Grantee holds a Grant Agreement.

C. Patient Navigator Requirements

Patient Navigators must perform the following functions to facilitate and expedite access to HTW program:

1. Attempt to successfully navigate individuals to the following System Agency-administered preventive and primary health programs, including but not limited to:

    a. Medicaid;
    b. HTW;
    c. Family Planning Program (FPP);
    d. Primary Health Care (PHC); and

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

e. Breast and Cervical Cancer Services (BCCS).

2. Perform an assessment of the individual's barrier(s) to access and receipt of women's preventative health services. The assessment of barriers must include screening for non-medical service needs with an assessment tool provided by the System Agency. Grantee may use an alternative, comparable tool with prior written approval from System Agency. Grantees are required to provide appropriate referrals, and document follow-ups to show any resolution of barriers.

3. Ensure and document follow-up with all individuals that were provided application assistance regardless of final eligibility determination.

   a. Grantee must document individual refusal, lost to follow-up and good faith effort, as appropriate.

      i. Good faith effort is defined as at least three documented attempts to assist with applications or to navigate individuals to services, via phone, email, text or other preferred method of communicating with the individual.
      ii. Individual contact attempts can be made by office visit, phone, home visit, mail, or a combination of these methods. Attempts to contact the individual must be written or presented verbally (when appropriate) in the Client's primary language (if the Client has limited English proficiency) and must include appropriate provisions for the visually and hearing impaired.

   b. Before closing the individual record as a refusal, a thorough review of the individual's plan, recommendations, and the following navigator's actions must be conducted to ensure proper closure.

      i. Grantee must attempt to obtain, in writing, and document in the individual record informed refusal from the individual if the individual fails to keep appointments or refuses recommended procedures. If the individual cannot, or will not, sign an informed refusal, Grantee must document verbal refusal.

   c. Before a Grantee can consider an individual as lost to follow-up, the Grantee must have at least three documented attempts to contact the individual. Grantee must allow enough time between contact attempts for the individual to reply or respond to the Grantee.

4. Provide individual education and support.

D. Personnel Standards and Requirements

1. Grantee must maintain qualified staff in accordance with Program rules and the requirements established in the Program Policy Manual.
2. Grantee must have an organizational structure and related management systems that provide oversight and lines of authority appropriate for the size and scope of the Grantee organization.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

3. Grantee must have current job descriptions for positions that will be fully or partially funded by this Grant, as well as key positions providing oversight to the administration and operations related to this Grant.
4. Grantee must notify in writing and provide updated contact information to System Agency of changes in CEO, CFO, program director or program manager within thirty (30) Calendar Days of change, whether funded under this contract or not. Grantee must notify in writing and provide updated contact information to System Agency of changes to any grant-funded positions.
5. Grantee must provide staff training and development to System Agency-funded Patient Navigators in the screening of Clients for Medicaid, HTW, FPP, PHC, and BCCS, in the administration of the System Agency approved non-medical service needs assessment, and in the coordination of referrals for non-medical service needs.
6. Grantee must provide System Agency in writing the contact information for any System Agency-funded Patient Navigator(s) within thirty (30) Calendar Days of hire date.
7. Grantee must ensure System Agency-funded Patient Navigator(s), or another representative of the Grantee, attends a mandatory monthly learning community facilitated by the System Agency to ensure continued development and sharing of promising practices.

E. Administrative Policies

1. Grantees must seek reimbursement for program costs by submitting monthly vouchers for expenses outlined in the System Agency-approved budget workbook, **Exhibit H, FY 2026 HTW CR Budget Workbook.** Supporting documentation must be submitted with each voucher. Supporting documentation includes the timely submission of quarterly performance measures reports in addition to a detailed General Ledger supporting expenditures.
2. To be reimbursed for activities under this Grant Agreement, Grantee must meet all requirements as an HTW provider. This includes being a Medicaid (Title XIX) provider in accordance with 1 TAC§352 and meeting all other eligibility requirements outlined in the TMPPM. Failure to comply with these requirements will result in contract termination.
3. Cost reimbursement awards may be used to fund administrative personnel, fringe benefits, staff travel, contractual services, equipment, supplies, other direct costs, and indirect costs per State and federal requirements and must be reasonable, allowable, and already allocated.
4. Grant funds must be expended within the current State Fiscal Year. Rollover of unexpended funds to the succeeding State Fiscal Years will not be allowed. Cost reimbursement awards must not exceed twenty-five percent (25%) of Grantee's HTW Fee-for-Service payments for the State Fiscal Year. Grantee compliance will be assessed biannually.
5. Grantee must not expend more than five percent (5%) of the payments received under a Grant Agreement for expenses related to performing administrative functions derived from subcontracting the terms of the Contract. Upon review each quarter, Grantees that have exceeded the five percent (5%) threshold will be asked to remit payment to System Agency for the amount over.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

6. System Agency, in its sole discretion, may approve fund transfers between categories upon Grantee's written request that must include a detailed explanation that supports the need for the fund transfer. Grantee must seek System Agency's written approval prior to making any fund transfers.

F. Reimbursement and Invoicing Process

1. Grantee must finance upfront operational costs and request reimbursement from System Agency for cost incurred.
2. System Agency will reimburse Grantee for all charges determined and invoiced in accordance with terms and conditions of this Grant Agreement. All payments by System Agency under this Grant Agreement will be made in accordance with "Texas Prompt Payment Act," Chapter 2251 of the Texas Government Code.
3. Grantee must properly submit the monthly voucher packet and supporting documentation by the last Business Day of the month following service, using the monthly voucher packet received from System Agency for expenses outlined in an approved budget workbook.
4. Grantee must submit vouchers and supporting documentation to System Agency for review and concurrence in a secure, non-alterable electronic format to the email address on the monthly voucher packet with the Grantee's full name, month and year of invoice in the subject line. Upon concurrence, System Agency will submit the Voucher Packet to Accounts Payable.
5. All services must be performed to the satisfaction of System Agency. System Agency must not be liable for any payment for services that System Agency deems unsatisfactory, that fail to adhere to the terms of this Grant Agreement, or that have not been approved by System Agency.
6. Grantee must not deny a service due to Client's inability to pay in accordance with 1 TAC §382.21.
7. Grantee must comply with System Agency's rules, policies, Contract provisions, and applicable instruction manuals regarding the collection and timely submission of complete and accurate data.

2.7 READINESS REVIEW

Readiness Reviews conducted by the System Agency are required for any new Grantee who has not been awarded a Grant Agreement for HTW CR within the past five (5) years, or for any Grantee who has had a previous HTW CR Grant Agreement that was either suspended or terminated within the past five (5) years. Readiness Reviews will occur within the first ninety (90) Calendar Days of the Grant Term. The System Agency will contact the Grantee to schedule Readiness Reviews. The System Agency may elect to provide technical assistance to a new Grantee, or Grantees suspended or terminated within the past five (5) years, to correct deficiencies discovered during the Readiness Review. The System Agency retains the right to terminate the Grant Agreement if a Readiness Review determines the Grantee fails the assessment below.

System Agency may also require Grantee to submit detailed policies and procedures that document day-to-day business activities related to the Grant Agreement requirements for System Agency review and approval.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

During the review, the following will be assessed:

a. Job Descriptions of System Agency-funded positions (if applicable) – Job descriptions should include job title (brief description of the job), job purpose (provides a high-level overview of the role, level, and scope of responsibility), job duties and responsibilities (essential job functions describe the fundamental nature of the job, including type of supervisory responsibility (if applicable), importance or frequency of each job duty), required qualifications (including education, experience, knowledge, skills, and abilities), preferred qualifications and working conditions and physical demands (that relate to the essential job duties and responsibilities).

b. Promotion and Outreach Plan – Grantees are required to develop and implement an annual plan for promotion and outreach plan. The plan should be based on an assessment of the needs of the community(ies) the Grantee serves and contain an evaluation strategy. Grantees should consider a variety of program promotion and client outreach strategies in accordance with organizational capacity, availability of existing resources and materials, and the needs and culture of the local community(ies). Additional guidance is available in the Program Policy Manual.

2.8 REQUIRED REPORTS

The System Agency will monitor Grantee's performance, including, but not limited to, through review of financial and programmatic reports and performance measures, under any Grant Agreement awarded as a result of this RFA. Each Grantee awarded a Grant Agreement as a result of this RFA must submit the following reports by the noted due dates:

REPORT	DUE DATE
Monthly Voucher packet and supporting documentation	The last Business Day of the month following the month in which expenses were incurred or services provided. The final voucher is due forty-five (45) Calendar Days after the end of the Grant Term.
Financial Status Report (FSR)	Within thirty (30) Calendar Days after the end of each quarter. Final FSR due within forty-five (45) Calendar Days after the end of the Grant Term.
Patient Navigator Quarterly Performance Report	If applicable, within thirty (30) Calendar Days after the end of each quarter.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Promotion and Outreach Surveys	Fifteen (15) Calendar Days after the end of the reporting period, as outlined in the Program Policy Manual.

Grantee shall provide all applicable reports in the format specified by System Agency in an accurate, complete, and timely manner and shall maintain appropriate supporting backup documentation. Failure to comply with submission deadlines for required reports, Financial Status Reports (FSRs) or other requested information may result in System Agency, in its sole discretion, placing the Grantee on financial hold without first requiring a corrective action plan in addition to pursuing any other corrective or remedial actions under the Grant Agreement.

2.9 PERFORMANCE MEASURES AND MONITORING

The System Agency will look solely to Grantee for the performance of all Grantee obligations and requirements in a Grant Agreement resulting from this RFA. Grantee shall not be relieved of its obligations for any nonperformance by its Subgrantees or subcontractors, if any.

Grant Agreement(s) awarded as a result of this RFA are subject to the System Agency's performance monitoring activities throughout the duration of the Grant Project Period. This evaluation may include a reassessment of project activities and services to determine whether they continue to be effective throughout the Grant Term.

Grantees must regularly collect and maintain data that measures the performance and effectiveness of activities under a Grant Agreement resulting from this RFA in the manner, and within the timeframes specified in this RFA and resulting Grant Agreement, or as otherwise specified by System Agency. Grantees must submit the necessary information and documentation regarding all requirements, including reports and other deliverables, and

Grantees with System Agency-funded Patient Navigators will be expected to submit the Patient Navigator Quarterly Performance Report with the following measures:

a. Total number of active System Agency-funded Patient Navigators;
b. Total number of unduplicated individuals screened for any program offered at the clinic location by any staff person. This is not limited to System Agency-administered programs;
c. Total number of unduplicated individuals screened and served by the System Agency-funded Patient Navigators;
d. Total number of unduplicated individuals screened and served by the System Agency-funded Patient Navigator(s) lost to follow up or refusal of services;
e. Total number of unduplicated individuals served by the System Agency-funded Patient Navigators who are successfully navigated to Medicaid, HTW, FPP, PHC, and BCCS; and

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

f. Total number of Non-Medical Service Needs identified by System Agency-funded Patient Navigators.

If requested by System Agency, the Grantee shall report on the progress towards completion of the grant project and other relevant information as determined by System Agency during the Grant Term. To remain eligible for renewal funding, if any, the Grantee must be able to show the scope of services provided and their impact, quality, and levels of performance against approved goals, and that Grantee's activities and services effectively address and achieve the project's stated purpose.

2.10 FINANCIAL STATUS REPORTS (FSRS)

Except as otherwise provided, for Grant Agreements with categorical budgets, Grantee shall submit quarterly FSRs to System Agency by the last Business Day of the month following the end of each State fiscal quarter for System Agency review and financial assessment. Through submission of an FSR, Grantee certifies that (1) any applicable invoices have been reviewed to ensure all grant-funded purchases of goods or services have been completed, performed or delivered in accordance with Grant Agreement requirements; (2) all Grantee-performed services have been completed in compliance with the terms of the Grant Agreement; (3) that the amount of the FSR added to all previous approved FSRs does not exceed the maximum liability of the Grant Award; and (4) all expenses shown on the FSR are allocable, allowable, actual, reasonable, and necessary to fulfill the purposes of the Grant Agreement.

2.11 FINAL BILLING SUBMISSION

Unless otherwise directed by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) Calendar Days following the end of the Grant Term. Reimbursement or payment requests received after the deadline may not be paid.

2.12 DATA USE AGREEMENT

By submitting an Application in response to this RFA, Applicant agrees to be bound by the terms of **Exhibit D, Data Use Agreement (DUA) or Exhibit D-1 Governmental Entity Version HHS Data Use Agreement**, as applicable, including but not limited to the terms and conditions regarding **Exhibit D-2, DUA Attachment 2, Security and Privacy Inquiry (SPI)**, attached to this RFA.

2.13 LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT

Pursuant to the General Appropriations Act, Article IX, Section 4.04,

(a). In each Grant Agreement with a unit of local government, grant funds appropriated under the General Appropriations Act will be expended subject to limitations and reporting requirements similar to those provided by:

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

(1) Parts 2, 3, and 5 of Article IX of the General Appropriations Act (except there is no requirement for increased salaries for local government employees);

(2) §§556.004, 556.005, and 556.006, Government Code; and

(3) §§2113.012 and 2113.101, Government Code.

(b.) In this section, "unit of local government" means:

(1) a council of governments, a regional planning commission, or a similar regional planning agency created under Chapter 391, Local Government Code;

(2) a local workforce development board; or

(3) a community center as defined by Health and Safety Code, §534.001(b).

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Section III. Applicant Eligibility Requirements

3.1 Legal Authority to Apply

By submitting an Application in response to this RFA, Applicant certifies that it has legal authority to apply for the Grant Agreement that is the subject of this RFA and is eligible to receive awards. Further, Applicant certifies it will continue to maintain any required legal authority and eligibility throughout the entire duration of the grant term, if awarded. All requirements apply with equal force to Applicant and, if the recipient of an award, Grantee and its Subgrantees or Subcontractors, if any.

Each applicant may only submit one Grant Application.

3.2 Application Screening Requirements

In order to be considered an Applicant eligible for evaluations, Applicant must meet the following minimum requirements:

A. Applicant must be a governmental entity (health department, hospital district, university medical center, and other State or local agency), a federally qualified health center ("FQHC") (which is a safety net provider that provides services typically given in an outpatient clinic), or a nonprofit entity, with 501(c)(3) status.

B. Applicant must have a Texas address. A post office box may be used when the Application is submitted, but the Applicant must conduct business at a physical location in Texas prior to the start of the Grant Term.

C. Applicant must be able to provide a General Ledger from Applicant's computerized system that has accounts assigned to track financial transactions for the grant that may include assets, liabilities, equity, revenue, and expenses.

D. Applicant must be a Texas Medicaid provider or provide evidence with its Application that a Medicaid provider enrollment application has been submitted, see **Form A, Face Page**. The National Provider Identification number provided must be for the organization itself, and not for individual providers associated with the organization.

E. Applicant must be an HTW-certified provider who has submitted at least one paid claim in State Fiscal Year 2024.

An Applicant that does not meet these minimum requirements will be disqualified and not considered for a grant. HHSC expressly reserves the right to review and analyze the documentation submitted, request additional documentation, and/or determine the Applicant's eligibility to compete for the Grant Agreement award.

3.3 Grant Award Eligibility

By submitting an Application in response to this RFA, Applicant certifies that:

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

1. Applicant and all of its identified subsidiaries intending to participate in the Grant Agreement are eligible to perform grant-funded activities, if awarded, and are not subject to suspension, debarment, or a similar ineligibility determined by any state or federal entity;
2. Applicant is in good standing under the laws of Texas and has provided HHS with any requested or required supporting documentation in connection with this certification;
3. Applicant shall remain in good standing and eligible to conduct its business in Texas and shall comply with all applicable requirements of the Texas Secretary of State and the Texas Comptroller of Public Accounts;
4. Applicant is currently in good standing with all licensing, permitting, or regulatory bodies that regulate any or all aspects of Applicant's operations; and
5. Applicant is not delinquent in taxes owed to any taxing authority of the State of Texas as of the effective date of this Grant Agreement.

3.4 GRANTS FOR POLITICAL POLLING PROHIBITED

Pursuant to the General Appropriations Act, Article IX, Section 4.03 (2023) none of the monies appropriated by the General Appropriations Act may be granted to or expended by any entity which performs political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party. By submitting a response to this RFA, Applicant certifies that it is not ineligible for a Grant Agreement pursuant to this prohibition.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Section IV. Grant Term

4.1 GRANT TERM

The Grant Project Period is **September 1, 2025** through **August 31, 2030.**

Extension of Grant Term: The System Agency may, at its sole discretion, extend the Grant Term for up to one (1) year to allow for the full expenditure of awarded funding and completion of Grant activities. Approved Projects may not exceed a six (6) year Grant Term.

4.2 GRANT PROJECT CLOSEOUT

System Agency will programmatically and financially close the grant award and end the Grant Agreement when System Agency determines Grantee has completed all applicable actions and work in accordance with Grant Agreement requirements. The Grantee must submit all required financial, performance, and other reports as required in the Grant Agreement. The project close-out date is ninety (90) Calendar Days after the Grant Agreement end date, unless otherwise noted in the original or amended Grant Agreement. Funds not obligated by Grantee by the end of the Grant Agreement term and not expended by the project close-out date will revert to System Agency.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Section V. Grant Funding and Reimbursement Information

5.1 Grant Funding Source and Available Funding

The total amount of State funding available for the Healthy Texas Women Cost Reimbursement grant program is estimated at **$67,277,480.00** for the entire Grant Term. It is the System Agency's intention to make awards to multiple applicants that successfully demonstrate the ability to provide women's health and family planning services to eligible Clients.

The State Fiscal Year funding amounts are subject to increase or decrease as funds are appropriated throughout the Grant Agreement term from the federal government, the Texas Legislature, or both. The System Agency will issue annual amounts on a yearly basis to awarded Applicants.

Applicants are strongly cautioned to only apply for the amount of grant funding they can responsibly expend during the State Fiscal Year to avoid lapsed funding at the end of the grant term. Successful Applications may not be funded to the full extent of Applicant's requested budgets in order to ensure grant funds are available for the broadest possible array of communities and programs.

Reimbursement will only be made for actual, allowable, and allocable expenses that occur within the Grant Term. No spending or costs incurred prior to the effective date of the award will be eligible for reimbursement.

HHSC will monitor Grantee's utilization performance. If the number of unduplicated Clients served and funds utilized is less than projected in Grantee's final approved Application, Grantee's funding award may be subject to decrease for the remainder of the State Fiscal Year.

5.2 No Guarantee of Reimbursement Amounts

There is no guarantee of total reimbursements to be paid to any Grantee under any Grant Agreement, if any, resulting from this RFA. Grantees should not expect to receive additional or continued funding under future RFA opportunities and should maintain sustainability plans in case of discontinued grant funding. Any additional funding or future funding may require submission of a new Application through a subsequent RFA.

Receipt of an Application in response to this RFA does not constitute an obligation or expectation of any award of a Grant Agreement or funding of a grant award at any level under this RFA.

5.3 Grant Funding Prohibitions

Grant funds may not be used to support the following services, activities, and costs:

1. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

2. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;

3. Lobbying or advocacy activities with respect to legislation or to administrative changes to regulations or administrative policy (cf. 18 U.S.C. § 1913), whether conducted directly or indirectly;

4. Any portion of the salary of, or any other compensation for, an elected or appointed government official;

5. Vehicles for general agency use; to be allowable, vehicles must have a specific use related to Project objectives or activities;

6. Entertainment, amusement, or social activities and any associated costs including but not limited to admission fees or tickets to any amusement park, recreational activity or sporting event unless such costs are incurred for components of a program approved by the grantor agency and are directly related to the program's purpose;

7. Costs of promotional items, and memorabilia, including models, gifts, and souvenirs;

8. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel, where pre-approved for working events, or where such costs are incurred for components of a program approved by the grantor agency and are directly related to the program's purpose;

9. Membership dues for individuals;

10. Any expense or service that is readily available at no cost to the grant Project;

11. Any activities related to fundraising;

12. Equipment and other capital expenditures such as capital improvements, property losses and expenses, real estate purchases, mortgage payments, remodeling, the acquisition or construction of facilities, or other items that are unallowable pursuant to 2 CFR 200.439;

13. Any other prohibition imposed by federal, state, or local law; and

14. Other unallowable costs as listed under TxGMS, Appendix 7, Selected Items of Cost Supplement Chart and/or 2 CFR 200, Subpart E – Cost Principles, General Provisions for Selected Items of Cost, where applicable.

5.4 PAYMENT METHOD

Grant Agreement(s) awarded under this RFA will be funded on a cost reimbursement basis for reasonable, allowable, and allocable Grant Project direct costs. Under the cost reimbursement payment method, Grantee is required to finance operations and will only

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

be reimbursed for actual, allowable, and allocable costs incurred on a monthly basis and supported by adequate documentation.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Section VI. Application Forms and Exhibits for Submission

Note: Applicants must refer to **Section XIII, Submission Checklist,** for the complete checklist of documents that must submitted with an application under this RFA.

6.1 NARRATIVE PROPOSAL

Using **Form C, Work Plan, Form D, Texas Counties Served by Region, and Form E, Subcontracting Information** attached to this RFA, Applicants must describe their proposed activities, processes, and methodologies to satisfy all objectives described in **Section II, Scope of Grant Project**, including the Applicant's background, readiness, Texas counties served, clinical service delivery, and Subgrantee/Subcontracting information, if appropriate. Applicants should identify all proposed tasks to be performed, including all Project activities, during the Grant Term. Applicants must complete and submit all required forms and exhibits.

6.2 REQUESTED BUDGET

Exhibit H, FY 2026 HTW CR Budget Workbook is the template for submitting the estimated Budget. Applicants must develop the **FY 2026 HTW CR Budget Workbook** to support their proposed Project and in alignment with the requirements described in this RFA.

Applicants must ensure that Project costs outlined in the Budget are reasonable, allowable, allocable, and developed in accordance with applicable state and federal grant requirements. Reasonable costs are those if, in nature and amount, do not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. A cost is allocable to a particular cost objective if the cost is chargeable or assignable to such cost objective in accordance with relative benefits received. See 2 CFR Part 200.403 or TxGMS Cost Principles, Basic Considerations (pgs. 31-32), for additional information related to factors affecting allowability of costs.

Applicants must utilize the budget template provided, **Exhibit H, FY 2026 HTW CR Budget Workbook**, and identify all budget category line items. Budget categories must be broken out into specific budget line items that allow System Agency to determine if proposed costs are reasonable, allowable, and necessary for the successful performance of the Project. Applicants must enter all costs in the budget tables and explain why the cost is necessary and how the cost was established.

If selected for a grant award under this RFA, only System Agency-approved budget items in **Exhibit H, FY 2026 HTW CR Budget Workbook** may be considered eligible for reimbursement.

Submission of Exhibit H, FY 2026 HTW CR Budget Workbook is mandatory. Applicants that fail to submit the required Budget Workbook as set forth in this RFA with their application will be disqualified.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

6.3 INDIRECT COSTS

Applicants must have an approved indirect cost rate (ICR) or request the de minimis rate to recover indirect costs. All Applicants are required to complete and submit **Form F, HHS System Indirect Cost Rate Questionnaire,** with required supporting documentation. The questionnaire initiates the acknowledgment or approval of an ICR for use with the System Agency cost-reimbursable contracts. Entities declining the use of indirect cost cannot recover indirect costs on any System Agency award or use unrecovered indirect costs as match.

HHS typically accepts the following approved ICRs:

- Federally Approved Indirect Cost Rate Agreement
- State of Texas Approved Indirect Cost Rate

The System Agency, at its discretion, may request additional information to support any approved ICR agreement.

If the Applicant does not have an approved ICR agreement, the Applicant may be eligible for the fifteen percent (15%) de minimis rate or may request to negotiate an ICR with HHS.

For Applicants requesting to negotiate an ICR with HHS, the ICR Proposal Package will be provided by the HHS Federal Funds Indirect Cost Rate Group to successful Grantees. The ICR Proposal Package must be completed and returned to the HHS Federal Funds Indirect Cost Rate Group no later than three (3) months post-award.

The HHS Federal Funds Indirect Cost Rate group will contact applicable Grantees after Grant Agreement execution to initiate and complete the ICR process. Grantees should respond within thirty (30) Business Days or the request will be cancelled, and indirect costs may be disallowed.

Once HHS acknowledges an existing rate or approves an ICR, the Grantee will receive one of the three indirect cost approval letters: ICR Acknowledgement Letter, ICR Acknowledgement Letter – Ten Percent De Minimis, or the ICR Agreement Letter.

If an Indirect Cost Rate Letter is required but it is not issued at the time of Grant Agreement execution, the Grant Agreement will be amended to include the Indirect Cost Rate Letter after the ICR Letter is issued.

Approval or acceptance of an ICR will not result in an increase in the amount awarded or affect the agreed-upon service or performance levels throughout the life of the award.

6.4 ADMINISTRATIVE APPLICANT INFORMATION

Using **Forms A** through **B-2** attached to this RFA, Applicant must provide satisfactory evidence of its ability as an organization to manage and coordinate the types of activities described in this RFA.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

1. Litigation and Contract History

Applicant must include in its application a complete disclosure of any alleged or significant contractual or grant failures.

In addition, Applicant must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves Applicant or in which Applicant has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify Applicant. See **Exhibit A, HHS Solicitation Affirmations**. Applicant certifies it does not have any existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

Application may be rejected based upon Applicant's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual or grant obligations.

2. Internal Controls Questionnaire

Applicant must complete **Form G, Internal Controls Questionnaire**, and submit with its Application.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Section VII. RFA Administrative Information and Inquiries

7.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Funding Announcement Posting Date Posted to HHS Grants RFA and Texas eGrants websites	February 14, 2025
Deadline for Submitting Questions or Requests for Clarification	February 25, 2025 by 5:00 p.m. Central Time
Date Answers to Questions or Requests for Clarification Posted	March 4, 2025 by 5:00 p.m. Central Time
Deadline for Submission of Applications **NOTE: Applications must be RECEIVED by HHSC by this deadline if not changed by subsequent Addenda to be considered eligible.**	**March 17, 2025 by 10:30 a.m. Central Time**
Anticipated Notice of Award	August 2025
Anticipated Project Start Date	September 1, 2025

Applicants must ensure their applications are received by HHSC in accordance with the Deadline for Submission of Applications (date and time) indicated in this Schedule of Events or as changed by subsequent Addenda posted to the HHS Grants RFA website.

All dates are tentative and HHSC reserves the right to change these dates at any time. At the sole discretion of HHSC, events listed in the Schedule of Events are subject to scheduling changes and cancellation. Scheduling changes or cancellation determinations made prior to the Deadline for Submission will be published by posting an addendum to the HHS Grants RFA website. After the Deadline for Submission, if there are delays that significantly impact the anticipated award date, HHSC, at its sole discretion, may post updates regarding the anticipated award date to the Procurement Forecast on the HHS Procurement Opportunities web page. Each Applicant is responsible for checking the HHS Grants RFA website and Procurement Forecast for updates.

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7.2 SOLE POINT OF CONTACT

All requests, questions or other communication about this RFA shall be made by email **only** to the Grant Specialist designated as HHSC's Sole Point of Contact listed below:

Name	Julia Solis
Title	Grant Specialist, HHSC Procurement and Contracting Services
Address	Procurement and Contracting Services Building 1100 W 49th St. MC: 2020 Austin, TX 78756
Email	julia.solis@hhs.texas.gov

Applicants shall not use this e-mail address for submission of an Application. Follow the instructions for submission as outlined in Section VIII, Application Organization and Submission Requirements.

However, if expressly directed in writing by the Sole Point of Contact, Applicant may communicate with another designated HHS representative, e.g., during grant negotiations as part of the normal grant review process, if any.

Prohibited Communications: Applicants and their representatives shall not contact other HHS personnel regarding this RFA.

This restriction (on only communicating in writing by email with the sole point of contact identified above) does not preclude discussions between Applicant and agency personnel for the purposes of conducting business unrelated to this RFA.

Failure of an Applicant or its representatives to comply with these requirements may result in disqualification of the Application.

7.3 RFA QUESTIONS AND REQUESTS FOR CLARIFICATION

Written questions and requests for clarification of this RFA are permitted if submitted by email to the Sole Point of Contact by the deadline established in **Section 7.1, Schedule of Events**, or as may be amended in Addenda, if any, posted to the HHS Grants RFA websites.

Applicants' names will be removed from questions in any responses released. All questions and requests for clarification must include the following information. Submissions that do not include this information may not be accepted:

1. RFA Number;
2. Section or Paragraph number from this Solicitation;
3. Page Number of this Solicitation;
4. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment;

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

5. Page Number of the Exhibit;
6. Language, Topic, Section Heading being questioned; and
7. Question

The following contact information must be included in the e-mail submitted with questions or requests for clarification:

1. Name of individual submitting question or request for clarification
2. Organization name
3. Phone number
4. E-mail address

Questions or other written requests for clarification must be received by the Sole Point of Contact by the deadline set forth in this Section 7.1, Schedule of Events, or as may be amended in Addenda, if any, posted to the HHS Grants RFA website.

HHSC may review and, at its sole discretion, may respond to questions or other written requests received after the deadline.

7.4 AMBIGUITY, CONFLICT, DISCREPANCY, CLARIFICATIONS

Applicants must notify the Sole Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the RFA in the manner and by the deadline for submitting questions. Each Applicant submits its Application at its own risk.

If Applicant fails to properly and timely notify the Sole Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the RFA, Applicant, whether awarded a Grant Agreement or not:

a. Shall have waived any claim of error or ambiguity in the RFA and any resulting Grant Agreement;
b. Shall not contest the interpretation by the HHSC of such provision(s); and
c. Shall not be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

7.5 RESPONSES TO QUESTIONS OR REQUEST FOR CLARIFICATIONS

Responses to questions or other written requests for clarification will be consolidated and HHSC will post responses in one or more Addenda on the HHS Grants RFA website. Responses will not be provided individually to requestors.

HHSC reserves the right to amend answers previously posted at any time prior to the deadline for submission of Applications. Amended answers will be posted on the HHS Grants RFA website in a separate, new Addendum or Addenda. It is Applicant's responsibility to check the HHS Grants RFA website or contact the Sole Point of Contact for a copy of the Addendum with the amended answers.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

7.6 CHANGES, AMENDMENT OR MODIFICATION TO RFA

HHSC reserves the right to change, amend, modify or cancel this RFA. All changes, amendments and modifications or cancellation will be posted by Addendum on the HHS Grants RFA website.

It is the responsibility of each Applicant to periodically check the HHS Grants RFA website for any additional information regarding this RFA. Failure to check the posting websites will in no way release any Applicant or awarded Grantee from the requirements of posted Addenda or additional information. No HHS agency will be responsible or liable in any regard for the failure of any individual or entity to receive notification of any posting to the websites or for the failure of any Applicant or awarded Grantee to stay informed of all postings to these websites. If the Applicant fails to monitor these websites for any changes or modifications to this RFA, such failure will not relieve the Applicant of its obligation to fulfill the requirements as posted.

7.7 EXCEPTIONS AND ASSUMPTIONS

Applicants are highly encouraged, in lieu of including exceptions in their Applications, to address all issues that might be advanced by way of exception or assumptions by submitting questions or requests for clarification pursuant to **Section 7.3, RFA Questions and Requests for Clarification**.

No exception, nor any other term, condition, or provision in an Application that differs, varies from, or contradicts this RFA, will be considered to be part of any Grant Agreement resulting from this RFA unless expressly made a part of the Grant Agreement in writing by the System Agency.

Section VIII. Application Organization and Submission Requirements

8.1 APPLICATION RECEIPT

Applications must be received by HHSC by the Deadline for Submission of Applications specified in **Section 7.1, Schedule of Events,** or subsequent Addenda. HHSC will date and time stamp all Applications upon receipt. Applications received after the Deadline for Submission of Applications may be ruled ineligible. Applicants should allow for adequate time for submission before the posted Deadline for Submission.

No HHS agency will be held responsible for any Application that is mishandled prior to receipt by HHSC. It is the Applicant's responsibility to ensure its Application is received by HHSC before the Deadline for Submission of Applications. No HHS agency will be responsible for any technical issues that result in late delivery, non-receipt of an Application, inappropriately identified documents, or other submission issue that may lead to disqualification.

Note: All Applications become the property of HHSC after submission and receipt and will not be returned to Applicant.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Applicants understand and acknowledge that issuance of this RFA or retention of Applications received in response to this RFA in no way constitutes a commitment to award Grant Agreement(s) as a result of this RFA.

8.2 APPLICATION SUBMISSION

By submitting an Application in response to this Solicitation, Applicant represents and warrants that the individual submitting the Application and any related documents on behalf of the Applicant is authorized to do so and to binds the Applicant under any Grant Agreement that may result from the submission of an Application.

8.3 REQUIRED SUBMISSION METHOD

Applicants must submit their completed Applications by the Deadline for Submission of Applications provided in the **Section 7.1, Schedule of Events,** or subsequent Addenda, using one of the approved methods identified below. Applications submitted by any other method (e.g., facsimile) will not be considered and will be disqualified.

Submission Option #1 HHS Online Bid Room: Applicants shall upload the following documents to the Online Bid Room utilizing the procedures in **Exhibit G**, **HHS Online Bid Room. File Size Limitation:** Restriction to 250MB per file attachment.

1) One (1) copy marked as "Original Application" that contains the Applicant's entire application in a Portable Document Format (".pdf") file.

2) One (1) copy of the completed **Exhibit H, FY 2026 HTW CR Budget Workbook**, in its original Excel format.
3) One (1) copy of the complete Application marked as "Public Information Act Copy," if applicable, in accordance with **Section 12.1, Texas Public Information Act**, in a Portable Document Format (".pdf") file.

Submission Option #2 Sealed Package with USB Drives: Applicants shall submit each of the following on separate USB drives:

1) One (1) USB drive with the complete Application file marked as "Original Application" in a Portable Document Format (".pdf") file. Include the USB in a separate envelope within the sealed Application package and mark the USB and envelope with "Original Application." USB drive must include the completed **Exhibit H, FY 2026 HTW CR Budget Workbook**, in its original Excel format.
2) One (1) USB drive with a copy of the complete Application file marked as "Public Information Act Copy," if applicable and in accordance with **Section 12.1, Texas Public Information Act.** The copy must be in a Portable Document Format (".pdf") file. Include the USB in a separate envelope within the sealed package and mark the USB and envelope with "Public Information Act Copy" or "PIA Copy."

Sealed packaged must be clearly labeled with the following:

1) RFA Number

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

2) RFA Title

3) Application Response Deadline

4) Sole Point of Contact's name

5) Applicant's legal name

Applicants are solely responsible for ensuring the USB drives are submitted in sealed packaging that is sufficient to prevent damage to contents and delivered by U.S. Postal Service, overnight or express mail, or hand delivery to the addresses below. No HHS agency will be responsible or liable for any damage.

Overnight/Express/Priority Mail	**Hand Delivery**
Health and Human Services Commission ATTN: JULIA SOLIS Tower Building Room 108 1100 W. 49th St., MC 2020 Austin, Texas 78756	Health and Human Services Commission ATTN: JULIA SOLIS Procurement & Contracting Services Building 1100 W. 49th St., MC 2020 Austin, Texas 78756

8.4 COSTS INCURRED FOR APPLICATION

All costs and expenses incurred in preparing and submitting an Application in response to this RFA and participating in the RFA selection process are entirely the responsibility of the Applicant.

8.5 APPLICATION COMPOSITION

All Applications must:

1. Be responsive to all RFA requirements;
2. Be clearly legible;
3. Be presented using font type Verdana, Arial, or Times New Roman, font size 12 pt., with one (1) inch margins and 1.5 line spacing; the sole 12-point font size exception is no less than size 10 pt. for tables, graphs, and appendices;
4. Include page numbering for each section of the proposal; and
5. Include signature of Applicant's authorized representative on all exhibits and forms requiring a signature. Copies of the Application documents should be made after signature.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

8.6 APPLICATION ORGANIZATION

The complete Application file PDF must:

1) Be organized in the order outlined in the **Section XIII, Submission Checklist,** and include all required sections (e.g., "Administrative Information," "Narrative Proposal," "Exhibits to be Submitted with Application," and "Addenda")

    a) **Exhibit H, FY 2026 HTW CR Budget Workbook**, is to be submitted in its original Excel format.
    b) Each Application section must have a cover page with the Applicant's legal name, RFA number, and Name of Grant identified.

2) Include all required documentation, exhibits, and forms completed and signed, as applicable. Copies of forms are acceptable, but all copies must be identical to the original. All exhibits must be submitted and obtained directly from the posted RFA package; previous versions and copies are not allowed or acceptable.

8.7 APPLICATION WITHDRAWALS OR MODIFICATIONS

Prior to the Deadline for Submission of Applications set forth in **Section 7.1, Schedule of Events,** or subsequent Addenda, an Applicant may:

1. Withdraw its Application by submitting a written request to the Sole Point of Contact; or

2. Modify its Application by submitting an entirely new submission, complete in all respects, using one of the approved methods of submission set forth in this RFA. The modification must be received by HHSC by the Deadline for Submission of Applications set forth in **Section 7.1, Schedule of Events,** or subsequent Addenda.

No withdrawal or modification request received after the Deadline for Submission of Applications, set forth in **Section 7.1, Schedule of Events,** or subsequent Addenda, will be considered. Additionally, in the event of multiple Applications received, the most timely received and/or modified Application will replace the Applicant's original and all prior submission(s) in its entirety and the original submission(s) will not be considered.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Section IX. Application Screening and Evaluation

9.1 Overview

A three-step selection process will be used:

1. Application screening to determine whether the Applicant meets the minimum requirements of this RFA;

2. Evaluation based upon specific criteria; and

3. Final selection based upon State priorities and other relevant factors, as outlined in **Section 10.1, Final Selection**.

9.2 Initial Compliance Screening of Applications

All Applications received by the Deadline for Submission of Applications as outlined in **Section 7.1, Schedule of Events**, or subsequent Addenda, will be screened by HHSC to determine which Applications meet all the minimum requirements of this RFA and are deemed responsive and qualified for further consideration. See **Section 3.2, Application Screening Requirements**.

At the sole discretion of HHSC, Applications with errors, omissions, or compliance issues may be considered non-responsive and may not be considered. The remaining Applications will continue to the evaluation stage and will be considered in the manner and form as which they are received. HHSC reserves the right to waive minor informalities in an Application. A "minor informality" is an omission or error that, in the determination of HHSC if waived or modified, would not give an Applicant an unfair advantage over other Applicants or result in a material change in the Application or RFA requirements. **Note:** Any disqualifying factor set forth in this RFA does not constitute an informality (e.g., **Exhibit A, HHS Solicitation Affirmations**, **Exhibit H, FY 2026 HTW CR Budget Workbook**).

HHSC, at its sole discretion, may give an Applicant the opportunity to submit missing information or make corrections at any point after receipt of Application. The missing information or corrections must be submitted to the Sole Point of Contact e-mail address in **Section 7.2, Sole Point of Contact,** by the deadline set by HHSC. Failure to respond by the deadline may result in the rejection of the Application and the Applicant's not being considered for award.

9.3 Questions or Requests for Clarification for Applications

System Agency reserves the right to ask questions or request clarification or revised documents for a submitted Application from any Applicant at any time prior to award. System Agency reserves the right to select qualified Applications received in response to this RFA without discussion of the Applications with Applicants.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

9.4 EVALUATION CRITERIA

Applications will be evaluated and scored in accordance with the following scoring criteria using **Exhibit E, Evaluation Tool.**

Scoring Criteria: Qualified Applications shall be evaluated based upon:

a. Work Plan (40%);

b. Promotion and Outreach (40%); and

c. Local Unmet Needs (20%).

9.5 PAST PERFORMANCE

System Agency reserves the right to request additional information and conduct investigations as necessary to evaluate any Application. By submitting an Application, the Applicant generally releases from liability and waives all claims against any party providing information about the Applicant at the request of System Agency.

System Agency may examine Applicant's past performance which may include, but is not limited to, information about Applicant provided by any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government.

System Agency, at its sole discretion**,** may also initiate investigations or examinations of Applicant performance based upon media reports. Any negative findings, as determined by System Agency in its sole discretion**,** may result in System Agency removing the Applicant from further consideration for award.

Past performance information regarding Applicants may include, but is not limited to:

1. Notices of termination;
2. Cure notices;
3. Assessments of liquidated damages;
4. Litigation;
5. Audit reports; and
6. Non-renewals of grants or contracts based on Applicant's unsatisfactory performance.

Applicants also may be rejected as a result of unsatisfactory past performance under any grant(s) or contract(s) as reflected in vendor performance reports, reference checks, or other sources. An Applicant's past performance may be considered in the initial screening process and prior to making an award determination.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Reasons for which an Applicant may be denied a Grant Agreement at any point after application submission include, but are not limited to:

1. If applicable, Applicant has an unfavorable report or grade on the CPA Vendor Performance Tracking System (VPTS). VPTS may be accessed at: https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/, or

2. Applicant is currently under a corrective action plan through HHSC or DSHS, or

3. Applicant has had repeated, negative vendor performance reports for the same reason, or

4. Applicant has a record of repeated non-responsiveness to vendor performance issues, or

5. Applicant has contracts or purchase orders that have been cancelled in the previous 12 months for non-performance or substandard performance, or

6. Any other performance issue that demonstrates that awarding a Grant Agreement to Applicant would not be in the best interest of the State.

9.6 COMPLIANCE FOR PARTICIPATION IN STATE CONTRACTS

Prior to award of a Grant Agreement as a result of this RFA and in addition to the initial screening of Applications, all required verification checks will be conducted.

The information (e.g., legal name and, if applicable, assumed name (d/b/a), tax identification number, DUNS number) provided by Applicant will be used to conduct these checks. At System Agency's sole discretion, applicants found to be barred, prohibited, or otherwise excluded from award of a Grant Agreement may be disqualified from further consideration under this solicitation, pending satisfactory resolution of all compliance issues.

Checks include:

1. State of Texas Debarment and Warrant Hold

Applicant must not be debarred from doing business with the State of Texas (https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php) or have an active warrant or payee hold placed by the Comptroller of Public Accounts (CPA).

2. U.S. System of Award Management (SAM) Exclusions List

Applicant must not be excluded from contract participation at the federal level. This verification is conducted through SAM, the official website of the U.S. Government

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

which may be accessed at: https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf

3. Divestment Statute Lists

Applicant must not be listed on the Divestment Statute Lists provided by CPA, which may be accessed at: https://comptroller.texas.gov/purchasing/publications/divestment.php

a. Companies that boycott Israel;

b. Companies with Ties to Sudan;

c. Companies with Ties to Iran;

d. Foreign Terrorist Organizations; and

e. Companies with Ties to Foreign Terrorist Organizations.

4. HHS Office of Inspector General

Applicant must not be listed on the HHS Office of Inspector General Texas Exclusions List for people or businesses excluded from participating as a provider: https://oig.hhsc.texas.gov/exclusions

5. U.S. Department of Health and Human Services

Applicant must not be listed on the U.S. Department of Health and Human Services Office of Inspector General's List of Excluded Individuals/Entities (LEIE), excluded from participation as a provider, unless a valid waiver is currently in effect: https://exclusions.oig.hhs.gov/.

Additionally, if a subrecipient under a federal award, the Grantee shall comply with requirements regarding registration with the U.S. Government's System for Award Management (SAM). This requirement includes maintaining an active SAM registration and the accuracy of the information in SAM. The Grantee shall review and update information at least annually after initial SAM registration and more frequently as required by 2 CFR Part 25.

For Grantees that may make procurements using grant funds awarded under the Grant Agreement, Grantee must check SAM Exclusions that contain the names of ineligible, debarred, and/or suspended parties. Grantee certifies through acceptance of a Grant Agreement it will not conduct business with any entity that is an excluded entity under SAM.

HHSC reserves the right to conduct additional checks to determine eligibility to receive a Grant Agreement.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT H

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Section X. Award of Grant Agreement Process

10.1 Final Selection

After initial screening for eligibility and Application completeness, and initial evaluation against the criteria listed in **Section 9.4, Evaluation Criteria**, the System Agency may apply other considerations such as program policy or other selection factors that are essential to the process of selecting Applications that individually or collectively achieve program objectives. In applying these factors, the System Agency may consult with internal and external subject matter experts. The funding methodology for issuing final Grant Agreements will include the following identified factors:

1. The highest-ranking Applicant in each of the eleven State's public health regions will be considered for funding. The public health regions can be found here: https://www.dshs.texas.gov/center-health-statistics/texas-county-numbers-public-health-regions.
2. If additional funds are available, the second highest ranking Applicant in each of the eleven State health regions will be considered for funding.
3. If additional funds are available, the third highest ranking Applicant in each of the eleven State health regions will be considered for funding.

The System Agency will make final funding decisions based on Applicant eligibility, evaluation rankings, the funding methodology above, and geographic distribution across the State, State priorities, reasonableness, availability of funding, cost-effectiveness, and other relevant factors.

All funding recommendations will be considered for approval by the HHSC Program Deputy Executive Commissioner, or their designee.

10.2 Negotiations

After selecting Applicants for award, the System Agency may engage in negotiations with selected Applicants. As determined by System Agency, the negotiation phase may involve direct contact between the selected Applicant and HHS representatives by virtual meeting, by phone and/or by email. Negotiations should not be interpreted as a preliminary intent to award funding unless explicitly stated in writing by the System Agency and is considered a step to finalize the application to a state of approval and discuss proposed grant activities. During negotiations, selected Applicants may expect:

1. An in-depth discussion of the submitted Application and requested Budget; and

2. Requests from the System Agency for revised documents, clarification or additional detail regarding the Applicant's submitted Application. These clarifications and additional details, as required, must be submitted in writing by Applicant as finalized during the negotiation.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

10.3 DISCLOSURE OF INTERESTED PARTIES

Subject to certain specified exceptions, Section 2252.908 of the Texas Government Code, Disclosure of Interested Parties, applies to a contract of a state agency that has a value of $1 million or more; requires an action or vote by the governing body of the entity or agency before the contract may be signed; or is for services that would require a person to register as a lobbyist under Chapter 305 of the Texas Government Code.

One of the requirements of Section 2252.908 is that a business entity (defined as "any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation") must submit a Form 1295, Certificate of Interested Parties, to the System Agency at the time the business entity submits the signed contract.

Applicant represents and warrants that, if selected for award of a Grant Agreement as a result of this RFA, Applicant will submit to the System Agency a completed, certified and signed Form 1295, Certificate of Interested Parties, at the time the potential Grantee submits the signed Grant Agreement.

The Form 1295 involves an electronic process through the Texas Ethics Commission (TEC). The on-line process for completing the Form 1295 may be found on the TEC public website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Additional instructions and information to be used to process the Form 1295 will be provided by the System Agency to the potential Grantee(s). Grantee may contact Sole Point of Contact or designated Contract Manager for information needed to complete Form 1295.

If the potential Grantee does not submit a completed, certified and signed TEC Form 1295 to the System Agency with the signed Grant Agreement, the System Agency is prohibited by law from executing a contract, even if the potential Grantee is otherwise eligible for award. The System Agency, as determined in its sole discretion, may award the Grant Agreement to the next qualified Applicant, who will then be subject to this procedure.

10.4 EXECUTION AND ANNOUNCEMENT OF GRANT AGREEMENT(S)

The System Agency intends to award one or more Grant Agreements as a result of this RFA. However, not all Applicants who are deemed eligible to receive funds are assured of receiving a Grant Agreement.

At any time and at its sole discretion, System Agency reserves the right to cancel this RFA, make partial award, or decline to award any Grant Agreement(s) as a result of this RFA.

The final funding amount and the provisions of the grant will be determined at the sole discretion of System Agency.

HHSC may announce tentative funding awards through an "Intent to Award Letter" once the HHSC Program Deputy Executive Commissioner and relevant HHSC approval authorities have given approval to initiate and/or execute grants. Receipt of an "Intent to

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Award Letter" does not authorize the recipient to incur expenditures or begin project activities, nor does it guarantee current or future funding.

Upon execution of a Grant Agreement(s) as a result of this RFA, HHSC will post a notification of all grants awarded to the HHS Grants RFA website.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Section XI. General Terms and Conditions

11.1 Grant Application Disclosure

In an effort to maximize state resources and reduce duplication of effort, the System Agency, at its discretion, may require the Applicant to disclose information regarding the application for or award of state, federal, and/or local grant funding to the Applicant or Subgrantee or subcontractor (i.e. organization who will participate, in part, in the operation of the Project) within the past two years to provide women's health and family planning services.

11.2 Texas Historically Underutilized Businesses (HUBs)

In procuring goods and services using funding awarded under this RFA, Grantee must use HUBs or other designated businesses as required by law or the terms of the state or federal grant under which this RFA has been issued. See, e.g., 2 CFR 200.321. If there are no such requirements, System Agency encourages Applicant to use HUBs to provide goods and services.

For information regarding the Texas HUB program, refer to CPA's website: https://comptroller.texas.gov/purchasing/vendor/hub/.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Section XII. Application Confidential or Proprietary Information

12.1 TEXAS PUBLIC INFORMATION ACT – APPLICATION DISCLOSURE REQUIREMENTS

Applications and resulting Grant Agreements are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request. Other legal authority also requires System Agency to post grants and applications on its public website and to provide such information to the Legislative Budget Board for posting on its public website.

Under the PIA, certain information is protected from public release. If Applicant asserts that information provided in its Application is exempt from disclosure under the PIA, Applicant must:

1. **Mark Original Application**:

   a. Mark the Original Application, at the top of the front page, with the words "CONTAINS CONFIDENTIAL INFORMATION" in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font); and

   b. Identify, adjacent to each portion of the Application that Applicant claims is exempt from public disclosure, the claimed exemption from disclosure (NOTE: no redactions are to be made in the Original Application);

2. **Certify in Original Application – HHS Solicitation**: Certify, in the designated section of the **Exhibit A, HHS Solicitation Affirmations**, Applicant's confidential information assertion and the filing of its Public Information Act Copy; and

3. **Submit Public Information Act Copy of Application:** Submit a separate "Public Information Act Copy" of the Original Application (in addition to the original and all copies otherwise required under the provisions of this RFA). The Public Information Act Copy must meet the following requirements:

   a. The copy must be clearly marked as "Public Information Act Copy" on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font);

   b. Each portion Applicant claims is exempt from public disclosure must be redacted (blacked out); and

   c. Applicant must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in **Subsection (3) of this section** must be identical to those set forth in the Original Application as required in **Subsection 1(b)**, above. The only difference in required markings and information between the Original Application and the "Public Information Act Copy" of the Application will be redactions – which can only be included in the "Public Information Act Copy." There must be no redactions in the Original Application.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

By submitting an Application under this RFA, Applicant agrees that, if Applicant does not mark the Original Application, provide the required certification in Exhibit A, HHS Solicitation Affirmations, and submit the Public Information Act Copy, the Application will be considered to be public information that may be released to the public in any manner including, but not limited to, in accordance with the Public Information Act, posted on the System Agency's public website, and posted on the Legislative Budget Board's public website.

If any or all Applicants submit partial, but not complete, information suggesting inclusion of confidential information and failure to comply with the requirements set forth in this section, the System Agency, in its sole discretion, reserves the right to (1) disqualify all Applicants that fail to fully comply with the requirements set forth in this section, or (2) to offer all Applicants that fail to fully comply with the requirements set forth in this section additional time to comply.

No Applicant should submit a Public Information Act Copy indicating that the entire Application is exempt from disclosure. Merely making a blanket claim that the entire Application is protected from disclosure because it contains any amount of confidential, proprietary, trade secret, or privileged information is not acceptable, and may make the entire Application subject to release under the PIA.

Applications should not be marked or asserted as copyrighted material. If Applicant asserts a copyright to any portion of its Application, by submitting an Application, Applicant agrees to reproduction and posting on public websites by the State of Texas, including the System Agency and all other state agencies, without cost or liability.

The System Agency will strictly adhere to the requirements of the PIA regarding the disclosure of public information. As a result, by participating in this RFA, Applicant acknowledges that all information, documentation, and other materials submitted in its Application may be subject to public disclosure under the PIA. The System Agency does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the PIA and by rulings of the Office of the Texas Attorney General. Applicants are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. The System Agency assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Applicants.

For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, please refer to the Public Information Act Handbook published by the Office of the Texas Attorney General or contact the attorney general's Open Government Hotline at (512) 478-OPEN (6736) or toll-free at (877) 673-6839 (877-OPEN TEX). To access the Public Information Act Handbook, please visit the attorney general's website at http://www.texasattorneygeneral.gov.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

12.2 APPLICANT WAIVER – INTELLECTUAL PROPERTY

SUBMISSION OF ANY DOCUMENT TO ANY HHS AGENCY IN RESPONSE TO THIS SOLICITATION CONSTITUTES AN IRREVOCABLE WAIVER, AND AGREEMENT BY THE SUBMITTING PARTY TO FULLY INDEMNIFY THE STATE OF TEXAS AND HHS FROM ANY CLAIM OF INFRINGEMENT REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF THE SUBMITTING PARTY OR ANY THIRD PARTY FOR ANY MATERIALS SUBMITTED TO HHS BY THE SUBMITTING PARTY.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Section XIII. Submission Checklist

HHSC, in its sole discretion, will review all Applications received and will determine if any or all Applications which do not include complete, signed copies of these exhibits and/or addenda, will be disqualified or whether additional time will be permitted for submission of the incomplete or missing exhibits. If additional time is permitted, Applicants will be notified in writing of the opportunity to provide the missing documentation by a specified deadline. Failure by an Applicant to submit the requested documentation by the deadline WILL result in disqualification. Applications that do not include Exhibit A, HHS Solicitation Affirmations (completed and signed), and Exhibit H, FY 2026 HTW CR Budget Workbook (completed), will be disqualified. See Section 9.2, Initial Compliance Screening of Applications for further detail.

This Submission Checklist identifies the documentation, forms and exhibits that are required to be submitted as part of the Application.

The Application must be organized in the order below and include each required section and the forms and exhibits identified within a section:

1. **Administrative Information**

    a. Form A: Face Page _____

    b. Form B: Administrative Entity Information _____

    c. Form B1: Governmental Entity (if applicable) _____

    d. Form B2: Nonprofit Entity (if applicable) _____

2. **Narrative Proposal [The Narrative Proposal must be titled "Narrative Proposal" and include the Applicant's Legal Name, the RFA No., and the name of the Grant Program. Use the titles below for each required section.]**

    a. Form C: Work Plan _____

    b. Form D: Texas Counties Served by Region _____

    c. Form E: Subcontracting Information _____

3. **Exhibits to be Completed, Signed, and Submitted with Application**

    a. Exhibit A – HHS Solicitation Affirmations _____

    Per Section 3.2, Application Screening Requirements, Exhibit A is mandatory and must be completed, signed and submitted for the Application to be considered responsive. Applications received without Exhibit A or with an unsigned Exhibit A may be disqualified.

    b. Exhibit D-1: Governmental Entity Version HHS Data Use Agreement

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

V.8.5, if applicable _____

c. Exhibit D-2: Texas HHS System Data Use Agreement – Attachment 2 Security and Privacy Inquiry (SPI) _____

d. Exhibit F: Exceptions Form _____

e. Exhibit H: FY 2026 HTW CR Budget Workbook (Excel) _____

This FY 2026 HTW CR Budget Workbook is mandatory and must be submitted with the Application, in the original format (Excel), for the Application to be considered responsive. Applications received without the completed FY 2026 HTW CR Budget Workbook will be disqualified.

f. Form F: HHS System Indirect Costs Rate Questionnaire _____

g. Form G: Internal Controls Questionnaire _____

h. Form H: Contract and Litigation History _____

4. **Addenda:** Each Addendum, if any, must be signed and submitted with the Application.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Section XIV. List of Forms and Exhibits Attached to RFA

Forms

Form A	Face Page
Form B	Administrative Entity Information
Form B-1	Governmental Entity (if applicable)
Form B-2	Nonprofit Entity (if applicable)
Form C	Work Plan
Form D	Texas Counties Served by Region
Form E	Subcontracting Information
Form F	HHS System Indirect Cost Rate Questionnaire
Form G	Internal Controls Questionnaire
Form H	Contract and Litigation History

Exhibits

Exhibit A	HHS Solicitation Affirmations, version 2.6
Exhibit B	HHS Uniform Terms and Conditions – Grant, version 3.5
Exhibit C	HHS Additional Provisions – Grant Funding, version 1.0
Exhibit D-1	HHS Data Use Agreement Governmental Entity, version 8.5
Exhibit D-2	Texas HHS System Data Use Agreement Security and Privacy Inquiry (SPI)
Exhibit E	Evaluation Tool
Exhibit F	Exceptions Form
Exhibit G	Online Bid Room
Exhibit H	FY 2026 HTW CR Budget Workbook (Excel)

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Solicitation Number HHS0015451

Exhibit A. HHS SOLICITATION AFFIRMATIONS

In this document, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to any contract resulting from the Solicitation. In this document, the terms Respondent, Contractor, Applicant, and Vendor, when referring to the following affirmations (whether framed as certifications, representations, warranties, or in other terms) refer to Respondent, and the affirmations apply to all Respondents regardless of their business form (e.g., individual, partnership, corporation). To the extent applicable for DFPS solicitations, the definition of System Agency includes DFPS.

Respondent must provide information, as applicable, and affirms, without exception, as follows:

1. Respondent represents and warrants that all certifications, representations, warranties, and other provisions in this Affirmations and Solicitation Acceptance apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Solicitation or any contract resulting from this Solicitation.

2. **Complete and Accurate Information.** Respondent represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Solicitation Response.

3. **Public Information Act.** Respondent understands that HHS 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 prepared and submitted in connection with this Solicitation or any resulting 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, Respondent 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.

4. **Contracting Information Requirements.** Respondent represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the contract and the Respondent agrees that the contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

5. **Confidential or Proprietary Information.** Respondent acknowledges its obligation to specifically identify information it contends to be confidential or proprietary and, if Respondent designated substantial portions of its Solicitation Response or its entire Solicitation Response as confidential or proprietary, the Solicitation Response is subject to being disqualified.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

6. **Binding Offer.** Respondent's Solicitation Response will remain a firm and binding offer for 240 days from the date the Solicitation Response is due.

7. **Assignment.** Respondent shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

8. **Terms and Conditions.** Respondent accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation. No exceptions, terms, or conditions will be considered if not advanced in the form and manner directed in the Solicitation. Respondent agrees that all exceptions to the Solicitation as well as terms and conditions advanced by Respondent that differ in any manner from HHS' terms and conditions are rejected unless expressly accepted by System Agency in writing in a fully executed contract.

9. **HHS Right to Use.** Respondent agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of Respondent's Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

10. **Release from Liability.** Respondent generally releases from liability and waives all claims against any party providing information about the Respondent at the request of HHS.

11. **Addenda and Amendments to Solicitation.** Respondent acknowledges all addenda and amendments to the Solicitation.

12. **Texas Bidder.** Respondent certifies that if a Texas address is shown as the address of Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

13. **Preferences.** Respondent represents and warrants that it qualifies for all preferences claimed under 34 Texas Administrative Code, Section 20.306 or Chapter 2155, Subchapter H of the Texas Government Code as indicated below (check applicable boxes):

- ☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- ☐ Agricultural products grown in Texas
- ☐ Agricultural products offered by a Texas bidder
- ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- ☐ Texas Vegetation Native to the Region
- ☐ USA-produced supplies, materials or equipment
- ☐ Products of persons with intellectual or physical disabilities

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards
- ☐ Recycled or reused computer equipment of other manufacturers
- ☐ Foods of higher nutritional value
- ☐ Commercial production company or advertising agency located in Texas

14. **Dealings with Public Servants.** Respondent has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Solicitation Response, this Solicitation, or any contract resulting from this Solicitation.

15. **Financial Participation Prohibited.** Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

16. **Prior Disaster Relief Contract Violation.** Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

17. **Child Support Obligation.** Under Section 231.006(d) of the Texas Family Code regarding child support, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Repondent may be liable for additional costs and damages set out in 231.006(f). Furthermore, any Respondent subject to Section 231.006 of the Texas Family Code must include in the Response the names and social security numbers (SSNs) of each person with at least 25% ownership of the business entity submitting the Response:

Name:	_____	SSN:	_____
Name:	_____	SSN:	_____
Name:	_____	SSN:	_____
Name:	_____	SSN:	_____

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of requested SSNs is required under Section 231.006(c) and

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Section 231.302(c)(2), Texas Family Code. The SSNs will be used to identify persons that may owe child support. The SSNs will be kept confidential to the fullest extent permitted by law.

If submitted by email, Responses containing SSNs must be encrypted. Failure by a Respondent to provide or encrypt the SSNs as required may result in disqualification of the Respondent's Response.

18. **Suspension and Debarment.** Respondent 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. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Respondent's subcontracts, if any, if payment in whole or in part is from federal funds.

19. **Excluded Parties.** Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order 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.

20. **Foreign Terrorist Organizations.** Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

21. **Executive Head of a State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of the contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

22. **Human Trafficking Prohibition.** Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

23. **Franchise Tax Status.** Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

24. **Debts and Delinquencies.** Respondent agrees that any payments due under any contract resulting from this Solicitation shall be applied towards any debt or delinquency that is owed to the State of Texas.

25. **Lobbying Prohibition.** Respondent represents and warrants that payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

26. **Buy Texas.** Respondent agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

27. **Disaster Recovery Plan.** Respondent agrees that upon request of HHS, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.

28. **Computer Equipment Recycling Program.** If Respondent is submitting a Response for the purchase or lease of computer equipment, then Respondent certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

29. **Television Equipment Recycling Program.** If Respondent is submitting a Response for the purchase or lease of covered television equipment, then Respondent certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

30. **Cybersecurity Training.** Respondent represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

31. **Restricted Employment for Certain State Personnel.** Respondent acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Respondent may not accept employment from Respondent before the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn.

32. **No Conflicts of Interest.** Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Solicitation and any resulting contract and that Respondent's provision of the requested goods and/or services under this Solicitation and any resulting contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

33. **Fraud, Waste, and Abuse.** Respondent understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to the Health and Human Services Commission's Office of Inspector General. Respondent agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

34. **Antitrust.** The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Response, neither I nor any representative of the Respondent has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Response, neither I nor any representative of the Respondent has violated any federal antitrust law; and (c) neither I nor any representative of the Respondent has directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.

35. **Legal and Regulatory Actions.** Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Respondent or any of the individuals or entities included in numbered paragraph 1 of this Affirmations and Solicitation Acceptance within the five (5) calendar years immediately preceding the submission of this Solicitation response that would or could impair Respondent's performance under any contract resulting from this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into a contract. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment to this Solicitation Affirmations document a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Respondent's performance under a contract awarded as a result of this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into a contract. Respondent must identify here how many pages, if any, are attached: _____. Respondent acknowledges this is a continuing disclosure requirement. In addition, Respondent represents and warrants that, if awarded a contract as a result of this Solicitation, Respondent shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

36. **E-Verify.** Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

A. all persons employed by Respondent to perform duties within Texas; and
B. all persons, including subcontractors, assigned by Respondent to perform work pursuant to the contract within the United States of America.

37. Former Agency Employees – Certain Contracts. If this Solicitation is for an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, Respondent represents and warrants that neither Respondent nor any of Respondent's employees including, but not limited to, those authorized to provide services under the contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the contract.

38. Disclosure of Prior State Employment – Consulting Services. If this Solicitation is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Respondent offering to provide consulting services in response to this solicitation who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Respondent's Solicitation Response must disclose the following information in its Solicitation Response and hereby certifies that this information is true, correct, and complete:

(1) Name of individual(s) (Respondent or employee(s)):

_____

(2) Status (check one): ☐ Respondent ☐ Employee

(3) The nature of the previous employment with System Agency or the other State of Texas agency:

_____

(4) The date the employment was terminated and the reason for the termination:

_____

(5) The annual rate of compensation for the employment at the time of its termination: _____

If more than one individual is identified in A(1) above, Respondent must provide responses to A(2)-(5) as to each identified individual. To satisfy this requirement, Respondent must attach a separate page or pages, as necessary, and include the information required in Section A, including subsections (1)-(5). Respondent must identify here how many pages, if any, are attached: ____. Respondent acknowledges, agrees, and certifies that all information provided is true, correct, and complete on this and all attached pages.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

B. If no information is provided in response to Section A above, Respondent certifies that neither Respondent nor any individual employed by Respondent was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Respondent's Solicitation Response.

39. **Entities that Boycott Israel.** Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (1) it meets an exemption criteria under Section 2271.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this Solicitation. If Respondent refuses to make that certification, Respondent shall state here any facts that make it exempt from the boycott certification:

_____

40. **Abortion Funding Limitation.** Respondent understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act: (1) performs an abortion procedure that is not reimbursable under the state's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Respondent represents and warrants that it is not ineligible, nor will it be ineligible during the term of the contract resulting from this Solicitation, to receive appropriated funding pursuant to Article IX.

41. **Funding Eligibility.** Respondent understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, System Agency cannot contract with an abortion provider or an affiliate of an abortion provider. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code. If Respondent refuses to make that certification, Respondent shall state here any facts that make it exempt from the certification:

_____

42. **Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.** Respondent understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Respondent also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

43. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216). Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract or funding pursuant to 2 CFR 200.216.

44. COVID-19 Vaccine Passports. Pursuant to Texas Health and Safety Code, Section 161.0085(c), Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.

45. COVID-19 Vaccinations. Respondent understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to DSHS may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Respondent represents and warrants that it is not ineligible, nor will it be ineligible during the term of the contract resulting from this Solicitation, to receive appropriated funding pursuant to Article II.

46. Entities that Boycott Energy Companies. In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., if Respondent is required to make a verification pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must state here why the verification is not required:

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

47. **Entities that Discriminate Against Firearm and Ammunition Industries**. In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., if Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must state here why the verification is not required:

_____

48. **Security Controls for State Agency Data**. In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Respondent understands, acknowledges, and agrees that if awarded a contract pursuant to this Solicitation and under which Respondent will be authorized to access, transmit, use, or store data for System Agency, Respondent is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the contract based on the sensitivity of System Agency's data and that Respondent must periodically provide to System Agency evidence that Respondent meets the security controls required under the contract.

49. **Cloud Computing State Risk and Authorization Management Program (TX-RAMP)**. In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Respondent acknowledges and agrees that, if providing cloud computing services for System Agency, Respondent must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with a vendor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless the vendor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Respondent certifies it will maintain program compliance and certification throughout the term of the Contract.

50. **Foreign-Owned Companies in Connection with Critical Infrastructure.** If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to a contract resulting from this Solicitation, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

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51. **Critical Infrastructure Subcontracts.** For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Respondent shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Respondent will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

52. **Enforcement of Certain Federal Firearms Laws Prohibited**. In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Respondent, Respondent certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

53. **Prohibition on Abortions.** Respondent understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Respondent represents and warrants that it is not ineligible, nor will it be ineligible during the term of the contract resulting from this Solicitation, to receive appropriated funding pursuant to Article II.

54. Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Respondent certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:

a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or

b. Listed in Section 1260H of the 2021 NDAA; or

c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or

d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

55. **Public Information Act Copy.** Respondent understands, acknowledges, and agrees, that solicitation responses and contracts are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon

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request or through posting on the System Agency's website, the LBB's website, or as otherwise required by law. Respondent certifies that it:

☐ asserts that information provided in its response is exempt from disclosure under the PIA, and Respondent, therefore, has submitted a "Public Information Act Copy" as required under the solicitation; or

☐ asserts that there is no information provided in its response that is exempt from disclosure under the PIA, and Respondent, therefore, has not submitted a "Public Information Act Copy."

56. **No Felony Criminal Convictions.** Respondent represents that neither Respondent nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Respondent has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

57. **Unfair Business Practices.** Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Respondent has not been found to be liable for such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

58. **False Representation.** Respondent understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Respondent is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of any contract resulting from this Solicitation.

59. **Permits and Licenses.** Respondent represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to any contract resulting from this Solicitation.

60. **False Statements.** Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

61. **Signature Authority.** By submitting this Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

Signature Page Follows

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Authorized representative on behalf of Respondent must complete and sign the following:

Legal Name of Respondent
Assumed Business Name of Respondent, if applicable (d/b/a or 'doing business as')
Texas County(s) for Assumed Business Name (d/b/a or 'doing business as') **Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.**

Signature of Authorized Representative	**Date Signed**
Printed Name of Authorized Representative **First, Middle Name or Initial, and Last Name**	**Title of Authorized Representative**
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**
Phone Number	**Fax Number**
Email Address	**DUNS Number**
Federal Employer Identification Number	**Texas Identification Number (TIN)**
Texas Franchise Tax Number	**Texas Secretary of State Filing Number**
SAM.gov Unique Entity Identifier (UEI)	

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TEXAS
Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.5

Published and Effective – September 2024

Responsible Office: Chief Counsel

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ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules; the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS 6
1.1 DEFINITIONS 6
1.2 INTERPRETIVE PROVISIONS 7
ARTICLE II. PAYMENT PROVISIONS 8
2.1 PROMPT PAYMENT 8
2.2 TAXES 8
2.3 ANCILLARY AND TRAVEL EXPENSES 8
2.4 BILLING 9
2.5 USE OF FUNDS 9
2.6 USE FOR MATCH PROHIBITED 9
2.7 PROGRAM INCOME 9
2.8 NONSUPPLANTING 9
2.9 INDIRECT COST RATES 9
ARTICLE III. STATE AND FEDERAL FUNDING 10
3.1 EXCESS OBLIGATIONS PROHIBITED 10
3.2 NO DEBT AGAINST THE STATE 10
3.3 DEBTS AND DELINQUENCIES 10
3.4 REFUNDS AND OVERPAYMENTS 10
ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS 10
4.1 ALLOWABLE COSTS 10
4.2 AUDITS AND FINANCIAL STATEMENTS 11
4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS 12
ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS 12
5.1 WARRANTY 12
5.2 GENERAL AFFIRMATIONS 12
5.3 FEDERAL ASSURANCES 12
5.4 FEDERAL CERTIFICATIONS 12
5.5 STATE ASSURANCES 13
ARTICLE VI. INTELLECTUAL PROPERTY 13
6.1 OWNERSHIP OF WORK PRODUCT 13
6.2 GRANTEE'S PRE-EXISTING WORKS 13
6.3 THIRD PARTY IP 14

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS 14
6.5 DELIVERY UPON TERMINATION OR EXPIRATION 14
6.6 SURVIVAL 14
6.7 SYSTEM AGENCY DATA 14
ARTICLE VII. PROPERTY **15**
7.1 USE OF STATE PROPERTY 15
7.2 DAMAGE TO STATE PROPERTY 15
7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT 16
7.4 EQUIPMENT AND PROPERTY 16
ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY **16**
8.1 RECORD MAINTENANCE AND RETENTION 16
8.2 AGENCY'S RIGHT TO AUDIT 16
8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS 17
8.4 STATE AUDITOR'S RIGHT TO AUDIT 17
8.5 CONFIDENTIALITY 18
ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES **18**
9.1 REMEDIES 18
9.2 TERMINATION FOR CONVENIENCE 18
9.3 TERMINATION FOR CAUSE 19
9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS 19
9.5 INHERENTLY RELIGIOUS ACTIVITIES 19
9.6 POLITICAL ACTIVITIES 19
ARTICLE X. INDEMNITY **20**
10.1 GENERAL INDEMNITY 20
10.2 INTELLECTUAL PROPERTY 20
10.3 ADDITIONAL INDEMNITY PROVISIONS 21
ARTICLE XI. GENERAL PROVISIONS **21**
11.1 AMENDMENTS 21
11.2 NO QUANTITY GUARANTEES 21
11.3 CHILD ABUSE REPORTING REQUIREMENTS 21
11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS 21
11.5 INSURANCE AND BONDS 22

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

11.6 LIMITATION ON AUTHORITY 22
11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS 23
11.8 SUBCONTRACTORS 23
11.9 PERMITTING AND LICENSURE 23
11.10 INDEPENDENT CONTRACTOR 23
11.11 GOVERNING LAW AND VENUE 23
11.12 SEVERABILITY 24
11.13 SURVIVABILITY 24
11.14 FORCE MAJEURE 24
11.15 NO IMPLIED WAIVER OF PROVISIONS 24
11.16 FUNDING DISCLAIMERS AND LABELING 24
11.17 MEDIA RELEASES 25
11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS 25
11.19 SOVEREIGN IMMUNITY 25
11.20 ENTIRE CONTRACT AND MODIFICATION 25
11.21 COUNTERPARTS 25
11.22 PROPER AUTHORITY 26
11.23 E-VERIFY PROGRAM 26
11.24 CIVIL RIGHTS 26
11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS 27
11.26 DISCLOSURE OF LITIGATION 27
11.27 NO THIRD PARTY BENEFICIARIES 27
11.28 BINDING EFFECT 27

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

"Contract" or "Grant Agreement" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

"Deliverables" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Grant Agreement takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.

"HHSC" means the Texas Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

"Signature Document" means the document executed by all Parties for this Grant Agreement.

"Solicitation," "Funding Announcement" or "Request for Applications (RFA)" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' website relative to travel reimbursements under this Contract, if any.

"Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

"System Agency" means HHSC or DSHS, as applicable.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

"Texas Grant Management Standards" or "TxGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 Interpretive Provisions

A. The meanings of defined terms include the singular and plural forms.
B. The words "hereof," "herein," "hereunder," and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
I. Time is of the essence in this Grant Agreement.
J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
    i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
    ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/

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2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

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ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

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criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.

C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement.

ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee may be subject to sanctions and remedies for non-compliance.

iii. If Grantee, within Grantee's fiscal year, expends federal funds awarded of at least $750,000 for audit periods beginning before October 1, 2024 (beginning on or after October 1, 2024, at least $1,000,000), Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

iv. If Grantee, within Grantee's fiscal year, expends at least $750,000 in state funds awarded or other amount specified in the TxGMS, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.

v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.

vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

4.3 Submission of Audits and Financial Statements

A. Audits.
Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:
i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.
Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:
i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. Warranty, Affirmations, Assurances And Certifications

5.1 Warranty

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

i. Repair or replace all defective or damaged work;
ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 General Affirmations

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 Federal Assurances

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 Federal Certifications

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.
B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.

B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.

C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.

B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.,* laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
    i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
    ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

7.3 Property Rights upon Termination or Expiration of Contract

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 Equipment and Property

All equipment and property acquired by Grantee, with funds awarded under this Grant Agreement, are subject to all applicable laws and governing authority including, but not limited to, applicable provisions of 2 CFR 200 and TxGMS. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. Record Retention, Audit, And Confidentiality

8.1 Record Maintenance and Retention

A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.

B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

8.2 Agency's Right to Audit

A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.

B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 Response/Compliance with Audit or Inspection Findings

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.
C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
   i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
   ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
   iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
   iv. suspending all or part of the Grant Agreement;
   v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
   vi. recouping payments made by the System Agency to the Grantee found to be in error;
   vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
   viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
   ix. withholding release of new grant agreements; and
   x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.

B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.

C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

9.3 Termination for Cause

A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 Grantee Responsibility for System Agency's Termination Costs

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 Inherently Religious Activities

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 Political Activities

Grant funds cannot be used for the following activities:

A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.

B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.

D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM 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, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.

B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT AGREEMENT.

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;

ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR

iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

10.3 Additional Indemnity Provisions

A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.

B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.

C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. General Provisions

11.1 Amendments

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 No Quantity Guarantees

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 Child Abuse Reporting Requirements

A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.

B. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
iii. Applying to all employees and visitors in this designated area; and
iv. Providing for or referring its employees to tobacco use cessation services.

B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 Insurance and Bonds

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 Limitation on Authority

A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
i. Make public policy on behalf of the System Agency;
ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 Change in Laws and Compliance with Laws

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 Subcontractors

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 Permitting and Licensure

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 Independent Contractor

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 Governing Law and Venue

The Grant Agreement shall be 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

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arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
   vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters
E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.

G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail CodeW206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 Enterprise Information Management Standards

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 Disclosure of Litigation

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Grantee's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 No Third Party Beneficiaries

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 Binding Effect

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Health and Human Services (HHS)
Additional Provisions – Grant Funding
Version 1.0
Effective: February 2021

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

TABLE OF CONTENTS

1. TURNOVER PLAN 3
2. TURNOVER ASSISTANCE 3
3. TRADEMARK LICENSE 3
4. TRADEMARK OWNERSHIP 4
5. ELECTRICAL ITEMS 4
6. DISASTER SERVICES 4
7. NOTICE OF A LICENSE ACTION 4
8. EDUCATION TO PERSONS IN RESIDENTIAL FACILITIES 5
9. CONSENT TO MEDICAL, DENTAL, PSYCHOLOGICAL, AND SURGICAL TREATMENT OF A CHILD 5
10. TELEMEDICINE/TELEHEALTH SERVICES 5
11. SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY 5
12. THIRD PARTY PAYORS 6
13. HIV/AIDS MODEL WORKPLACE GUIDELINES 6
14. MEDICAL RECORDS RETENTION 7
15. INTERIM EXTENSION AMENDMENT 7
16. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY AND SECURITY STANDARDS 7
17. PROJECT COMMENCEMENT 9
18. DUPLICATION OF FUNDING 9
19. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS 10
20. NOTICE OF GRANT AGREEMENT/CONTRACT ACTION 10
21. NOTICE OF BANKRUPTCY 10
22. NOTICE OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL 10
23. NOTICE OF INSOLVENCY, INCAPACITY, OR OUTSTANDING UNPAID OBLIGATIONS 10

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ADDITIONAL PROVISIONS

The terms and conditions of these Additional Provisions are incorporated into and made a part of the Grant Agreement. Terms included in these Additional Provisions and not otherwise defined have the meanings assigned to them in HHS Uniform Terms and Conditions, Exhibit B.

1. TURNOVER PLAN

System Agency, in its sole discretion, may require Grantee/Contractor to develop and submit a Turnover Plan at any time during the term of the Grant Agreement/Contract. Grantee/Contractor must submit the Turnover Plan to System Agency for review and approval. The Turnover Plan must describe Grantee/Contractor's policies and procedures that will ensure:

i. The least disruption in the implementation and performance of grant-funded activities during Turnover; and
ii. Full cooperation with System Agency or its designee in transferring the performance and obligations of the Grant Agreement/Contract.

2. TURNOVER ASSISTANCE

Grantee/Contractor will provide any assistance and actions reasonably necessary to enable System Agency or its designee to effectively close out the Grant Agreement/Contract and transfer the performance and obligations of the Grant Agreement/Contract to another Grantee/Contractor or to System Agency if necessary. Grantee/Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Grant Agreement/Contract and remains in effect until completed to the satisfaction of System Agency.

3. TRADEMARK LICENSE

System Agency grants to Grantee/Contractor, for the term of the Grant Agreement/Contract, a limited non-exclusive, royalty-free, non-assignable, non-transferable license to reproduce System Agency's trademarks on published materials in the United States related to the performance of the Grant Agreement/Contract, provided that such license is expressly conditional upon, and subject to, the following:

i. Grantee/Contractor is in compliance with all provisions of the Grant Agreement/Contract;
ii. Grantee/Contractor's use of the trademarks is strictly in accordance with the quality standards and in conformance with the reproduction requirements set forth in this Grant Agreement/Contract or as otherwise communicated by System Agency;
iii. Grantee/Contractor takes no action to damage the goodwill associated with the trademarks, and refrains from any attempt to contest, attack, dispute, challenge, cancel and/or oppose System Agency's right, title and interest in the trademarks or their validity;
iv. Grantee/Contractor makes no attempt to sublicense any rights under this trademark license; and
v. Grantee/Contractor complies with any marking requests System Agency may make in

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

relation to the trademarks, including without limitation to use the phrase "Registered Trademark", the registered trademark symbol "®" for registered trademarks, and the symbol "™" for unregistered trademarks.

4. TRADEMARK OWNERSHIP

Grantee/Contractor acknowledges and agrees that the trademarks remain the exclusive property of System Agency, that all right, title and interest in and to the trademarks is exclusively held by System Agency, and all goodwill associated with such trademarks inures solely to System Agency.

5. ELECTRICAL ITEMS

All electrical items purchased under this Grant Agreement/Contract or used in the performance of approved and eligible grant-funded activities must meet all applicable Occupational Safety and Health Administration (OSHA) standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

6. DISASTER SERVICES

In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster declared by the appropriate federal official, Grantee/Contractor may be called upon to assist the System Agency in providing the following services:

i. Community evacuation;
ii. Health and medical assistance;
iii. Assessment of health and medical needs;
iv. Health surveillance;
v. Medical care personnel;
vi. Health and medical equipment and supplies;
vii. Patient evacuation;
viii. In-hospital care and hospital facility status;
ix. Food, drug and medical device safety;
x. Worker health and safety;
xi. Mental health and substance abuse;
xii. Public health information;
xiii. Vector control and veterinary services; and
xiv. Victim identification and mortuary services.

7. NOTICE OF A LICENSE ACTION

Grantee/Contractor shall notify the assigned System Agency contract manager in writing of any action impacting Grantee/Contractor's license to provide services under this Grant Agreement/Contract within five business days of becoming aware of the action and include the following:

i. Reason for such action;
ii. Name and contact information of the local, state or federal department or agency or entity;
iii. Date of the license action; and

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

iv. License or case reference number.

8. EDUCATION TO PERSONS IN RESIDENTIAL FACILITIES

A. Grantee/Contractor shall ensure that all persons, who are housed in System Agency licensed or funded residential facilities and are 22 years of age or younger, have access to educational services as required by Texas Education Code § 29.012.

B. Grantee/Contractor shall notify the local education agency or local early intervention program not later than the third calendar day after the date a person who is 22 years of age or younger is placed in Grantee/Contractor's residential facility.

9. CONSENT TO MEDICAL, DENTAL, PSYCHOLOGICAL, AND SURGICAL TREATMENT OF A CHILD

Unless a federal law applies, before a Grantee/Contractor or its subcontractor can provide medical, dental, psychological or surgical treatment to a minor without parental consent, informed consent must be obtained as required by Texas Family Code Chapter 32.

10. TELEMEDICINE/TELEHEALTH SERVICES

If Grantee/Contractor or its subcontractor provides grant-funded telemedicine/telehealth services, these services shall be in accordance with the Grantee/Contractor's written procedures, applicable law, the Grantee's/Contractor's or subcontractor's licensing board rules, and System Agency equipment standards, if applicable. Grantee/Contractor's procedures for providing telemedicine/telehealth service must include the following requirements:

i. Consider any contraindications to the use of telemedicine/telehealth;
ii. Qualified staff members to ensure the safety of the individual being served by telemedicine/telehealth at the remote site;
iii. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
iv. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
v. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
vi. Priority in scheduling the system for clinical care of individuals;
vii. Quality oversight and monitoring of satisfaction of the individuals served; and
viii. Management of information and documentation for telemedicine/telehealth services that ensures timely access to accurate information between the two sites. Telemedicine/telehealth Services does not include chemical dependency treatment services provided by electronic means under 25 Texas Administrative Code Rule §448.911.

11. SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

A. Grantee/Contractor shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities. Meaningful access may entail providing language

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

assistance services, including oral interpretation and written translation, if necessary. More information can be found at https://www.lep.gov/.

B. Grantee/Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.
C. Grantee/Contractor shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

12. THIRD PARTY PAYORS

A. Except as provided in this Grant Agreement/Contract, Grantee/Contractor shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.
B. As applicable, the Grantee/Contractor shall:
   i. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Grant Agreement/Contract that may be covered by those programs and bill those programs for the covered services;
   ii. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
   iii. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third party payor, to receive services and bill the System Agency for the deductible;
   iv. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
   v. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
   vi. Bill all third party payors for services provided under this Grant Agreement/Contract before submitting any request for reimbursement to System Agency; and
   vii. Provide third party billing functions at no cost to the client**.**

13. HIV/AIDS MODEL WORKPLACE GUIDELINES

A. Grantee/Contractor shall implement DSHS's HIV-STD Policy No. 090.021, HIV/AIDS Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, accessible at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm.
B. Grantee/Contractor shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas Health & Safety Code §§ 85.112-114.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

14. MEDICAL RECORDS RETENTION

Grantee/Contractor shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

15. INTERIM EXTENSION AMENDMENT

A. Prior to or on the expiration date of this Grant Agreement/Contract, the Parties agree that this Grant Agreement/Contract can be extended as provided under this section.
B. The System Agency shall provide written notice of interim extension amendment to the Grantee/Contractor under one of the following circumstances:
   i. Continue provision of services in response to a disaster declared by the governor; or
   ii. To ensure that services are provided to clients without interruption.
C. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
D. Grantee/Contractor will provide and invoice for services in the same manner that is stated in the Grant Agreement/Contract.
E. An interim extension under subsection (B)(i) of this section shall extend the term of the Grant Agreement/Contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
F. An interim extension under subsection (B)(i) of this section shall be a one-time extension for a period of time determined by the System Agency.

16. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY AND SECURITY STANDARDS

Applicability

i. This section applies to the procurement or development of Information and Communication Technology (ICT) for Health and Human Services (HHS), or any changes to HHS's ICT. This section also applies if the Grant Agreement/Contract requires Grantee/Contractor to perform a service or supply goods that include ICT that: (i) HHS employees are required or permitted to access; or (ii) members of the public are required or permitted to access. This section does not apply to incidental uses of ICT in the performance of a Grant Agreement/Contract, unless the parties agree that the ICT will become property of the state or will be used by HHS's Client/Recipient after completion of the Grant Agreement/Contract.
ii. Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a product / service.

B. Definitions

The legacy term “Electronic and Information Resources” (EIR) and the term “Information and Communication Technology” (ICT) are considered equivalent in meaning for the purpose of applicability of HHS Uniform Terms and Conditions, policies, accessibility checklists, style guides, Grant Agreement/Contract specifications, and other Grant Agreement/Contract management documents. To the extent that any other of the following definitions conflict with definitions elsewhere in this Grant Agreement/Contract, the following definitions are applicable to this section only.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

i. **"Accessibility Standards"** refers to the Information and Communication Technology Accessibility Standards and the Web Accessibility Standards/Specifications under the Web Content Accessibility Guidelines version 2.0 Level AA, (WCAG 2.0).
ii. **"Information and Communication Technology (ICT)"** is any information technology, equipment, or interconnected system or subsystem of equipment for which the principal function is the creation, conversion, duplication, automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, reception, or broadcast of data or information. Examples of ICT are electronic content, telecommunications products, computers and ancillary equipment, software, information kiosks and transaction machines, videos, IT services, and multifunction office machines which copy, scan, and fax documents.
iii. **"Information and Communication Technology Accessibility Standards"** refers to the accessibility standards for information and communication technology contained in the Web Content Accessibility Guidelines version 2.0 Level AA.
iv. **"Web Accessibility Standards/Specifications"** refers to the web standards contained in WCAG 2.0 Level AA.
v. **"Products"** means information resources technologies that are, or are related to, ICT.
vi. **"Service"** means the act of delivering information or performing a task for employees, clients, or members of the public through a method of access or delivery that uses ICT.

C. Accessibility Requirements
Under Texas Government Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, HHS must procure Products or Services that comply with the Accessibility Standards when such Products or Services are available in the commercial marketplace or when such Products or Services are developed in response to a procurement solicitation. Accordingly, Grantee/Contractor must provide ICT and associated Product and/or Service documentation and technical support that comply with the Accessibility Standards.

D. Evaluation, Testing and Monitoring
i. HHS may review, test, evaluate and monitor Grantee/Contractor's Products, Services and associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a grant agreement/contract. Testing and monitoring may include user acceptance testing.
ii. Neither (1) the review, testing (including acceptance testing), evaluation or monitoring of any Product or Service, nor (2) the absence of such review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Grantee/Contractor's assertion of compliance with the Accessibility Standards.
iii. Grantee/Contractor agrees to cooperate fully and provide HHS and its representatives timely access to Products, Services, documentation, and other items and information needed to conduct such review, evaluation, testing and monitoring.

E. Representations and Warranties
i. Grantee/Contractor represents and warrants that: (a) as of the effective date of the Grant Agreement/Contract, the Products, Services and associated documentation and

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

technical support comply with the Accessibility Standards as they exist at the time of entering the Grant Agreement/Contract, unless and to the extent the Parties otherwise expressly agree in writing; and (b) if the Products will be in the custody of the state or an HHS agency's client or recipient after the Grant Agreement/Contract expiration or termination, the Products will continue to comply with such Accessibility Standards after the expiration or termination of the Grant Agreement/Contract term, unless HHS and/or Client/Recipient, as applicable uses the Products in a manner that renders it noncompliant.

ii. In the event Grantee/Contractor should have known, becomes aware, or is notified that the Product and associated documentation and technical support do not comply with the Accessibility Standards, Grantee/Contractor represents and warrants that it will, in a timely manner and at no cost to HHS, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, repair, replacement, and upgrading of the Product, or providing a suitable substitute.

iii. Grantee/Contractor acknowledges and agrees that these representations and warranties are essential inducements on which HHS relies in awarding this Grant Agreement/Contract.

iv. Grantee/Contractor's representations and warranties under this subsection will survive the termination or expiration of the Grant Agreement/Contract and will remain in full force and effect throughout the useful life of the Product.

F. Remedies

i. Pursuant to Texas Government Code Sec. 2054.465, neither Grantee/Contractor nor any other person has a cause of action against HHS for a claim of a failure to comply with Texas Government Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.

ii. In the event of a breach of Grantee/Contractor's representations and warranties, Grantee/Contractor will be liable for direct and consequential damages and any other remedies to which HHS may be entitled. This remedy is cumulative of any and all other remedies to which HHS may be entitled under this Grant Agreement/Contract and other applicable law.

17. PROJECT COMMENCEMENT

The Grantee shall begin the grant-funded project <<on or before *insert date*>> <<within 90 days of the original start date of the grant term or grant execution date, whichever is later,>>, unless otherwise approved by System Agency. If project commencement is delayed, the Grantee must submit in writing to the assigned contract manager, the steps taken to initiate the project, the reasons for the delay, and the expected start date. System Agency may require Grantee to take immediate remedial or corrective action in response to any delay.

18. DUPLICATION OF FUNDING

A. If Grantee receives any funding that is duplicative of funding received under this Grant Agreement/Contract that cannot be used for new or expanded eligible grant activities,

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Grantee will notify the assigned contract manager as soon as possible. System Agency may issue an amendment modifying budget and/or project activities to eliminate duplication. Additionally, Grantee understands that duplicative funding that cannot be re-programmed to support new or expanded grant-funded activities within the program's scope may be de-obligated from this Grant Agreement/Contract and returned to System Agency.

19. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

A. Grantee/Contractor shall immediately report in writing to its assigned System Agency contract manager when Grantee/Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Grantee/Contractor, or their agent, employee, subcontractor or volunteer who is providing services under this Grant Agreement/Contract has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
B. Grantee/Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

20. NOTICE OF GRANT AGREEMENT/CONTRACT ACTION

Grantee/Contractor shall notify the assigned System Agency contract manager if Grantee/Contractor has any grant agreement or contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five business days of becoming aware of the action and include the following:

i. Reason for such action;
ii. Name and contact information of the local, state or federal department or agency or entity;
iii. Effective start date of the grant agreement/contract;
iv. Date of suspension or termination; and
v. Grant agreement/contract or case reference number.

21. NOTICE OF BANKRUPTCY

Grantee/Contractor shall notify in writing the assigned System Agency contract manager of its plan to seek bankruptcy protection within five business days of such action by Grantee/Contractor.

22. NOTICE OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee/Contractor shall notify in writing the assigned System Agency contract manager within ten business days of any change to the Grantee/Contractor's Contact Person or Key Personnel.

23. NOTICE OF INSOLVENCY, INCAPACITY, OR OUTSTANDING UNPAID OBLIGATIONS

Grantee/Contractor shall notify in writing its assigned System Agency contract manager of any insolvency, incapacity, or outstanding unpaid obligations of Grantee/Contractor

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

owed to the Internal Revenue Service or the State of Texas, or any agency or political subdivision of the State of Texas within five business days of the date of Grantee/Contractor's becoming aware of such.

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ATTACHMENT H

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR

This Data Use Agreement ("DUA") is effective as of the date of the Base Contract into which it is incorporated ("Effective Date"), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services ("HHS") and Contractor (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor's rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS's remedies in the event of Contractor's noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as "business associate" is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

"Authorized Purpose" means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Breach" means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this

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DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99

(2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;

(3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;

(4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;

(5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;

(6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Destroy", "Destruction", for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

"Discover, Discovery" means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

"Legally Authorized Representative" of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

"Required by Law" means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

"Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

"Workforce" means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

(1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

(1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi. The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information *at rest* requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code, Chapter 521;
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

(a) Disclosure is Required by Law;

(b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:

1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;

2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and

3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

(C) With respect to ALL Confidential Information, Contractor shall NOT:

(1) Attempt to re-identify or further identify Confidential Information that has been deidentified, or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.

(2) Engage in prohibited marketing or sale of Confidential Information.

(3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information ***obtained from a federal system of records***, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing.*** Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor***:***
a. The date the Breach occurred;

b. The date of Contractor's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of Contractor's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;

g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;

i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;

k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;

l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

(A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.

(D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

(A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.

(C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

(D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 5.03 HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 Indemnification

Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require Contractor to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and noncontributory status.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER

_____

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with_____ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR	**SUBCONTRACTOR**
BY: _____	**BY:** _____
NAME: _____	**NAME:** _____
TITLE: _____	**TITLE:** _____
DATE _____**, 202 .**	**DATE:** _____

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Attachment 2-
Security and Privacy Initial Inquiry
[Attach Completed SPI Here]

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR

This Data Use Agreement ("DUA") is effective as of the date of the Base Contract into which it is incorporated ("Effective Date"), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services ("HHS") and Contractor (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor's rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS's remedies in the event of Contractor's noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as "business associate" is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

"Authorized Purpose" means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Breach" means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99

(2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;

(3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;

(4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;

(5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;

(6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Destroy", "Destruction", for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

"Discover, Discovery" means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

"Legally Authorized Representative" of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

"Required by Law" means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

"Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

"Workforce" means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

(1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

(1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi**.** The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information *at rest* requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code Chapter 521
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

(a) Disclosure is Required by Law;

(b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:

1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;

2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and

3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

(C) With respect to ALL Confidential Information, Contractor shall NOT:

(1) Attempt to re-identify or further identify Confidential Information that has been deidentified or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.

(2) Engage in prohibited marketing or sale of Confidential Information.

(3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information ***obtained from a federal system of records***, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing.*** Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor***:***
a. The date the Breach occurred;

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

b. The date of Contractor's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of Contractor's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;

g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;

i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;

k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;

l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

(A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

(C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.

(D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

(A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.

(C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

(D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 5.03 HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 Indemnification

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers,

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) As a governmental entity, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will either require that the policy name HHS as an additional insured or assign any payments from the insurer related to CONTRACTOR's liability arising under this DUA directly to HHS. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER

_____

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with_____ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR	**SUBCONTRACTOR**
BY: _____	**BY:** _____
NAME: _____	**NAME:** _____
TITLE: _____	**TITLE:** _____
DATE _____**, 202 .**	**DATE:** _____

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT H

Attachment 2-
Security and Privacy Initial Inquiry
[Attach Completed SPI Here]

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT H

Exhibit E, Evaluation Tool RFA No. HHS0015451 Criteria, Subcriteria Sheet				
Evaluator				
Respondent				
#	**Criteria**	**Weight**	**Score**	**Comments**
1	**Local Unmet Needs**			
1.1	Evaluate the Applicant's description of the local unmet need for reproductive health Services.	10%		
1.2	Evaluate the Applicant's use of qualitative and quantitative data.	10%		
	Subtotal	**20%**		
2	**Work Plan**			
2.1	Evaluate the Applicant's proposed use of cost reimbursement funding to increase HTW utilization and/or expand capacity.	40%		
	Subtotal	**40%**		
3	**Promotion and Outreach**			
3.1	Evaluate the Applicant's description of promotion and outreach plans for HTW Services in each of the selected counties outlined in this RFA.	20%		
3.2	Evaluate the Applicant's specific plans for counties where the Applicant does not operate a physical or mobile clinic.	20%		
	Subtotal	**40%**		
	TOTAL (%)	**100%**		

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT H

Exhibit E, Evaluation Tool RFA No. HHS0015451		
Evaluation Scoring Guide		
Score	**Level**	**Description**
Unacceptable	**1**	Response does not address requirement. Response is completely unacceptable.
Unacceptable	**2**	Response mentions requirement, but is not responsive to the elements of the requirement.
Unacceptable	**3**	Response addresses requirement, but response described does not allow the agency to fulfill mission.
Marginal. Fails to meet evaluation standards but failures are correctable.	**4**	Response meets fundamental requirements, however could not be implemented as described (would require both the agency and Respondent to make significant changes not currently anticipated).
Marginal. Fails to meet evaluation standards but failures are correctable.	**5**	Response meets fundamental requirements, however could not be implemented as described (implementation would require both the agency and Respondent to make minor changes not currently anticipated).
Marginal. Fails to meet evaluation standards but failures are correctable.	**6**	Response meets fundamental requirements, however could not be implemented as described (implementation would require changes to be made by Respondent only).
Acceptable	**7**	Response clearly satisfies requirement but has some minor weaknesses.
Acceptable	**8**	Response clearly satisfies requirement.
Acceptable	**9**	Response satisfies requirements and has some benefits above requirement.
Exceptional	**10**	Response far exceeds all aspects of requirement.

For the purposes of this exhibit, “the agency” means the contracting state agency as specified in the solicitation.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT H

Exhibit E, Evaluation Tool RFA No. HHS0015451		
No.	**Best Value Criteria**	**Weight**
1	Local Unmet Needs	20%
2	Work Plan	40%
3	Promotion and Outreach	40%
	GRAND TOTAL	100%

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

EXHIBIT F: EXCEPTIONS

NOTE TO RESPONDENTS: COMPLETION OF THIS EXHIBIT IS NOT REQUIRED IF THERE ARE NO EXCEPTIONS. SEE HHS0015451 SECTION 7.7.

No exception—nor any term, condition, or provision in a Solicitation Response that differs, varies from, or contradicts this Solicitation—will be considered to be a part of any contract resulting from this Solicitation unless expressly made a part of the contract in writing by the System Agency.

Solicitation Document	Solicitation Document Section Number	Solicitation Language to which Exception is Taken	Basis of Exception	Respondent's Proposed Language	Still Want to be Considered for Contract Award if Exception Denied? (State "Yes" or "No")

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Exhibit G

Request for Applications
HHS0015451

Responses for this Request for HHS0015451 may be submitted electronically using the HHS Online Bid Room or any other method identified in the solicitation. *Use of the HHS Online Bid Room is optional and is subject to all terms and conditions, affirmations, and other requirements of the solicitation as any other method of submission.*

Read and review the solicitation package and all associated documents carefully before completing and submitting a response in the form and manner described in the solicitation package. ***Exhibits requiring signatures must be signed and included with the response by the solicitation response deadline.***

Questions regarding the solicitation must be addressed to the Point of Contact in the solicitation package. The Point of Contact is identified in the solicitation package.

Submit the solicitation response in the form and manner described in the solicitation package on or before the response due date and time.

IMPORTANT: The solicitation package will identify the specific form and method of delivery. Failure to adhere to the requirements in the solicitation package may result in disqualification.

Access to the HHS Online Bid Room is a two-step process.

Step 1: Register for the Enterprise Portal using the **Enterprise Portal Link**. It can take up to five business days to receive your user name and password. If you do not receive this information within five days, email pcsbids@hhsc.state.tx.us.

Note: *Applicants who already have access to the Enterprise Portal for other applications, must complete a new registration to receive access to the online bid room. The new registration must be completed with a different email than the original account as the Enterprise Portal does not allow the same email address to be used for two different accounts.*

Step 2: Using the Enterprise Portal login credentials you will receive via email, you can request the necessary HHS Online Bid Room user name and password to enter the HHS Online Bid Room to submit your response to the solicitation electronically.

See our resources page for a tutorial, guidebook, and other resources to help you use the HHS Online Bid Room.

IMPORTANT: Allow enough time for the registration process to submit your response by the response due date. **Late solicitation responses are not accepted.**

The optional use of the HHS Online Bid Room and any resulting technical difficulties which may prevent a successful, responsive electronic submission

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

of a solicitation response shall not be sufficient basis for a protest of a contract award.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT H

HTW FY 2026 Cost Reimbursement Budget Workbo

In preparing the budget, you must budget all estimated costs that your organization will incur in carry
Reimbursement program includes **optional funding to supp**

Complete each budget category detail template Exhibit H-0:H-7. Fill all budget exhibits out in WHOLE
accommodate all items in your budget, use the respective supplemental budget templates at the end o
category detail budget template will automatically populate to the last line of the

Below instructions provide details on each tab. Please ensure all budget category details mat

Exhibit H-Budget Summary	**(1)** Enter the legal name of your organization in the space provided f enter the Contract number in cell C2. Initial Date of submission for a templates with the organization's name. **(2) No other entry is required on this template.** Each budget catego Summary Page.
Exhibit H-0 Patient Nav Personn'l	**Optional** Patient Navigator Personnel costs of salaries and wages pa Reimbursement Program. The Personnel category includes the appli directly related to the contract's Statement of Work. Totals will auto **Enter the following required Personnel data: (1)** Enter Functional Ti Time Equivalent (FTE), **(5)** Certification or License (Enter NA if not re **(8)** Salary/Wages Requested for Project. Fringe benefits are services addition to regular salaries and wages. Fringe benefit costs should be Review/update the itemized elements of Fringe benefits in cells A23 Enter the Rate % of each Fringe type in cells B23:B27; match G22. Tl Personnel-Functional Title/Employee.
Exhibit H-1 Personnel Fringe	Personnel costs of salaries and wages paid to employees of the orga Personnel category includes the applicable portion of the gross salar contract's Statement of Work. Totals will automatically populate to t **Enter the following required Personnel data: (1)** Enter Functional Ti Time Equivalent (FTE), **(5)** Certification or License (Enter NA if not re **(8)** Salary/Wages Requested for Project

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT H

Exhibit H-1 Personnel Fringe'!	Fringe benefits are services provided by the organization to its empl Fringe benefit costs should be allocated on the same basis as salary a Review/update the itemized elements of Fringe benefits in cells A55 Enter the Rate % of each Fringe type in cells B55:B59; match G54. Tl Personnel-Functional Title/Employee.
Exhibit H- 2: TRAVEL Budget Category	Grantees should establish a travel policy to comply with the terms o necessary to the program, the costs are reasonable, and prior appro for transportation, lodging, subsistence, and related items incurred b grantee. Totals will automatically populate to the Budget Summary F **Enter the following required Travel data: (1)** Description of Confere Day/Employee **(5)** Travel: Mileage, Airfare, Lodging, Meals, Other Co
Exhibit H - 3 Equipment Category Detail	Equipment is tangible nonexpendable personal property costing $5,(equipment must be purchased within 90 days of contract start date. **Enter the following required Travel data: (1)** Description of Item **(2)** Number of Units and **(5)** Cost Per Unit. Totals will automatically popu
Exhibit H - 4 Supplies Category Detail	The Supplies Cost category is comprised of two components, consun item and provide an estimated quantity and cost. Provide a justifica type - office, computer, medical, educational, etc. Supplies can be c more but less than $5,000 - computers, printers, phones, medical an Summary Page. **Part 1** Supplies may be combined into categories or distinct by each individ Item, (2) Purpose & Justification, (3) Cost Per Unit, (4) Quantity. If combining, the justification field should reflect the methodology u item: (1) Clinical Supplies (2) Cost for basic medical supplies include served (3) $50.00 (4) 30 **Part 2 LARC (Long-Acting Reversible Contraception)** LARC devices such as IUDs and contraceptive implants may be purch accounted for as distinct line items from other contraceptives and pl contractor's budget. LARC intra-uterine devices (IUDs) and implants Enter the following required LARC data: (1)Types (2) Description incl hormonal (progesterone) Mirena IUD, Nexplanon) (3) Cost Per Unit (

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Exhibit H - 5 Contractual Category Detail	The Contractual cost category should include contracts for the provis the program, and directly associated with carrying out the Statemen HHSC program, an explanation of how you determined the amount t percentages. **Enter the following required Contractual data: (1)**Contractor Name Direct Service Y/N **(4)** Justification, **(5)** Method of payment (i.e., Mor Rate of Payment (i.e., hourly rate, unit rate, lump sum amount). Tota
Exhibit H - 6 Other Category Detail	All other allowable direct costs not listed in any of the above categor general service contracts used by an organization. **Enter the following required Other data: (1)** Description of Item, **(2)** automatically populate to the Budget Summary Page.
Exhibit H-7 Indirect Cost Detail Page	Indirect costs are those that have been incurred for a common or joi **Part A** (1) Enter the Total amount of indirect costs allocable to the project. (2) Mark (x) on the IDC cost type. (3) Rate, Base and Type. **Part B** (4) Include you're required ICR Acknowledgement, ICR Agreement an

SUPPLEMENTAL EXHIBIT INSTRUCTIONS
Exhibit H-1b PERSONNEL Fringe Budget Cat'
Exhibit H-2a TRAVEL Budget Catego'!
Exhibit H-3a EQUIPMENT AND CONTRO'!
Exhibit H-4a SUPPLIES Budget Cate'!
Exhibit H-5a CONTRACTUAL Budget C'!
Exhibit H-6a OTHER Budget Categor'!

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT H

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ook Instructions

ing out the HTW Cost Reimbursement Program for FY26. The Cost
ort Patient Navigators.

DOLLARS. If a primary budget category detail template does not
f this workbook, Exhibit H-1a:H-6a. The total of each supplemental
respective primary budget category template.

tch your monthly supporting documents General Ledger.

or "Legal Name of Respondent" on the budget summary page, cell C3,
pproval, cell H1. Doing so will populate the budget category detail

ry detail templates totals will automatically populate to the Budget

id to employees of the organization tasked to support HTW Cost
cable portion of the gross salaries of employees who perform activities
matically populate to the Budget Summary Page.

tle/Employee ID, **(2)** Vacant Y/N, **(3)** Justification/Description, (4) Full
quired) **(6)**Total Average Monthly Salary/Wage **(7)** Number of Months,
provided by the organization to its employees as compensation in
e allocated on the same basis as salary and wages.
3-A27.
hese rates will auto populate the total for each Fringe Type and

nization tasked to support HTW Cost Reimbursement Program. The
ies of employees who perform activities directly related to the
the Budget Summary Page.

tle/Employee ID, **(2)** Vacant Y/N, **(3)** Justification/Description, (4) Full
quired) **(6)**Total Average Monthly Salary/Wage **(7)** Number of Months,

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

oyees as compensation in addition to regular salaries and wages.
and wages.

5-A59.
hese rates will auto populate the total for each Fringe Type and

f the contract. Documentation must justify the travel expenses are
val of HHS was obtained when required. Travel costs are the expenses
oy employees who are in travel status on official business of the
Page.

nce/Workshop **(2)** Justification **(3)** Location **(4)** Number of
st.

)00 or more and a useful life of more than one year. Approved
Itemize, describe, and justify all equipment.

Purpose & Justification **(3)** Date of Purchase (DD/MM/YYYY), **(4)**
ulate to the Budget Summary Page.

nable supplies and controlled assets. Itemize and describe each supply
tion for each supply item. Costs may be categorized by each general
onsumable - paper, drugs, etc., OR controlled assets costing $500 or
ıd lab equipment, etc. Totals will automatically populate to the Budget

ual item._Enter the following required Supplies data: (1) Description of

sed to determine cost per unit. Example for combined supplies line
gloves, gauze, thermometers, needles, bandages, etc. per 100 clients

ased in bulk using cost reimbursement dollars and should be
harmaceutical supplies in the “equipment and supplies” section of a
may be combined or distinct line items.

uding details of LACR bulk supply. (e.g. copper Paragard IUD, the
(4) Quantity.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

sion of goods and services that are supplemental, but not central to
t of Work. Justifications should include how the service supports your
:o budget to the HHSC Contract, and include calculations and allocation

(Agency or Individual), **(2)** Description of Services (Scope of Work) **(3)**
ıthly, Hourly, Unit, Lump Sum), **(6)** # of Months, Hours, Units, etc., **(7)**
als will automatically populate to the Budget Summary Page.

ries are to be included in the Other costs category. This includes

Purpose & Justification, **(3)** Cost per Unit and **(4)** Quantity. Totals will

int purpose and are not readily chargeable to a specific cost object.

d/or ICR 15% De Minimis.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT H

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT H

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ATTACHMENT H

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ATTACHMENT H

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT H

FY 2026 Healthy Texas Women Cost Reimbursement Program **Exhibit H: BUDGET SUMMARY** ***Initial Date***

RFA# HHS0015451 ***Revised***

Legal Name of Respondent

	Budget Categories	Total Healthy Texas Women Cost Reimbursement Categorical Budget Award
A.	Personnel	$ -
B.	Fringe	$ -
C.	Travel	$ -
D.	Equipment	$ -
E.	Supplies	$ -
F.	Contractual	$ -
G.	Other	$ -
H.	Total Direct Costs	$ -
I.	Indirect Costs	$ -
J.	**Total**	**$ -**
	Patient Navigator(Optional)	
K.	Personnel	$ -
L.	Fringe	$ -
M.	Total	**$ -**
	Total HTW Categorical Award	**$ -**

NOTE: The "Total Healthy Texas Women Cost Reimbursement" categories amount will populate automatically from the corresponding budget category tabs.

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	**Personnel**	$ -	$ -	**Equipment**	$ -	$ -
	Travel	$ -	$ -	**Contractual**	$ -	$ -
	Supplies	$ -	$ -	**Indirect Costs**	$ -	$ -
	Other	$ -	$ -	**Fringe**	$ -	$ -

TOTAL FOR:	**Distribution Totals**	**Budget Grand Total**
	$ -	**$ -**

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HTW Patient Nav

Exhibit H-0:ESTIMATED Patient Navigator Personnel Budget Category Detail Form

Legal Name of Respondent	0

Personnel costs of salaries and wages paid to employees of the organization tasked to the HHS-funded project. The Pe employees who performs Patient Navigator activities. Salaries for direct services will not be reimbursed by cost reim

Functional Title/Employee ID	Vacant Y/N	Justification/Description
Patient Navigator		

Review/update the itemized elements of Fringe benefits in cells A23-A27. Enter the Rate % of each Fringe type in cells B and Personnel-Functional Title/Employee.

Fringe Type	Rate %	Fringe Type Total
FICA	2.00%	$0.00
HEALTH INSURANCE		$0.00

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

RETIREMENT		$0.00
WORKER COMPENSATION & UNEMPLOYMENT INSURANCE		$0.00
Other		$0.00
Totals	**2.00%**	**$0.00**

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

igator (Optional)

ersonnel category includes the applicable portion of the gross salaries of bursement.

FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Salary/Wage Total	$ -

23:B27; match G22. These rates will auto populate the total for each Fringe Type

Total Fringe Benefit Rate %	2.00%
Fringe Benefits Total	$0

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT H

Exhibit H-1:ESTIMATED Administrative Personnel Budget Category Detail Form

Legal Name of Respondent: 0

Personnel costs of salaries and wages paid to employees of the organization tasked to the HHS-funded project. The Personnel category includes the applicable portion of the gross salaries of employees who perform activities directly related to the contract's Statement of Work. Administrative services may include services performed by Eligibility Clerks, Accounting clerks. Patient coordinators, Clinic Directors and Outreach coordinators. Salaries for direct services will not be reimbursed by cost reimbursement.

Functional Title/Employee ID Example: Eligibility Clerk	Vacant Y/N	Justification/Description	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -

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							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
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ATTACHMENT H

							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							$0
Salary/Wage Total							**$0**

Review/update the itemized elements of Fringe benefits in cells A55-A59. Enter the Rate % of each Fringe type in cells B55:B59; match G54. These rates will auto populate the total for each Fringe Type and Personnel-Functional Title/Employee.

Fringe Type	Rate %	Fringe Type Total
FICA		$0.00
HEALTH INSURANCE		$0.00

Total Fringe Benefit Rate %	0.00%
Fringe Benefits Total	$0

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

RETIREMENT		$0.00
WORKER COMPENSATION & UNEMPLOYMENT INSURANCE		$0.00
Other		$0.00
Totals	**0.00%**	**$0.00**

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ATTACHMENT H

Exhibit H-2:ESTIMATED TRAVEL Budget Category Detail Form

Legal Name of Respondent: 0

Grantees should establish a travel policy to comply with the terms of the contract. Documentation must justify program, the costs are reasonable, and prior approval of HHS was obtained when required. Travel costs are the and related items incurred by employees who are in travel status on official business of the grantee.

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location City/State	N Days
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BU			

Total for Conference /

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Ot
			$0	

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BU				

Total for

Other / Local Travel Costs: $0 **Conference / Workshop Travel Costs:** $0

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

the travel expenses are necessary to the e expenses for transportation, lodging,

umber of: s/Employees	**Travel Costs**	
	Mileage	
	Airfare	
	Meals	
	Lodging	
	Other Costs	
	Total	$0
	Mileage	
	Airfare	
	Meals	
	Lodging	
	Other Costs	
	Total	$0
	Mileage	
	Airfare	
	Meals	
	Lodging	
	Other Costs	
	Total	$0
	Mileage	
	Airfare	
	Meals	
	Lodging	
	Other Costs	
	Total	$0
DGET SHEETS	**Total**	$0

Workshop Travel	$0

ther Costs (b)	**Total (a) + (b)**
	$0

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

	$0
	$0
	$0
	$0
	$0
	$0
DGET SHEETS	$0

Other / Local Travel	$0
Total Travel Costs:	**$0**

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT H

Exhibit H-3: ESTIMATED EQUIPMENT AND CONTROLLED ASSETS Budget Category Detail Fo

Legal Name of Respondent: 0

Itemize, describe, and justify below. Equipment is tangible nonexpendable personal property costing $5,000 or more a equipment must be purchased within 90 days of contract start date.

Description of Item	Purpose & Justification	Date of Purchase (DD/MM/YYYY)

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

TOTAL FROM EQUIPMENT S

Total Amount Requested for Equipment:

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

rm

nd a useful life of more than one year. Approved		
Number of Units	**Cost Per Unit**	**Total**
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

UPPLEMENTAL BUDGET SHEETS	$ -

	$0

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Exhibit H-4:ESTIMATEI

Legal Name of Respondent:

The Supplies Cost category is comprised of two components, consum justification for each supply item. Costs may be categorized by each $500 or more but less than $5,000 - computers, printers, phones, me dollars and should be accounted for as distinct line items from other implants may be combined or distinct line items.
Description of Item

Types (IUD, Implants)

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D SUPPLIES Budget Category Detail Form

0

able supplies and controlled assets. Itemize and describe each supply item and provide an estimated quantity a
general type - office, computer, medical, educational, etc. Supplies can be consumable - paper, drugs, etc., OR
dical and lab equipment, etc. LARC devices such as IUDs and contraceptive implants may be purchased in bulk u
contraceptives and pharmaceutical supplies within the supplies section of a contractor's budget. LARC intra-ute

Purpose & Justification	Cost Per Unit	Quantity
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
		Total

LARC (Long-Acting Reversible Contraception)

LARCS Description Include details of LARC bulk supply. (Example: copper Paragard IUD, the hormonal (progesterone) Mirena IUD, Nexplanon)	**Cost Per Unit**	**Quantity**

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	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
		Total
		TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS

Total Amount Requested for Supplies:	**$ -**

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ınd cost. Provide a controlled assets costing ısing cost reimbursement erine devices (IUDs) and
Total Cost
$ -
$ -
$ -
$ -
$ -
$ -
$ -
$ -
$ -
$ -
$ -
$ -
$ -
$ -
$ -
Total Cost

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$ -
$ -
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$ -
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$ -
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$ -
$ -

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Exhibit H-5: ESTIMAT

Legal Name of Respondent: 0

List contracts for medical services related to the scope of work that is to be provided b
Justification for any contract that delegates $100,000 or more of the scope of the proje
reimbursement.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	

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ATTACHMENT H

'ED CONTRACTUAL Budget Category Detail Form

y a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as
ct in the respondent's funding request, must be attached behind this form. Salaries for Direct Services will not be

Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00

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			$0.00
			$0.00
			$0.00
			$0.00
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS			

Total Amount Requested for CONTRACTUAL:	**$0**

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"To Be Named." reimbursed by cost
TOTAL
$ -
$ -
$ -
$ -
$ -
$ -
$ -
$ -
$ -
$ -
$ -
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$ -
$ -
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$ -
$ -
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Exhibit H-6: EST

Legal Name of Respondent:

All other allowable direct costs not listed in any of the previous cat
Description of Item

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ATTACHMENT H

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT H

'IMATED OTHER Budget Category Detail Form

0

egories can be included in the Other cost budget category.

Purpose & Justification: Please include the required quantity and cost/quantity (i.e. # of units & cost per unit)	Cost per Unit	Quantity
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	

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	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		

Total Amount Requested for Other:	**$0**

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ATTACHMENT H

Total Cost
$ -
$ -
$ -
$ -
$ -
$ -
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$ -
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$ -
$ -
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$ -
$ -
$ -
$ -
$ -

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ATTACHMENT H

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$	-
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$	-
$	-
$	-

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ATTACHMENT H

Exhibit H - 7: ESTIMATED Indirect Costs

Legal Name of Respondent: **0**

Total amount of indirect costs allocable to the project: **Amount:**

Part A Exhibit H- 7 Indirect Costs

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Attach the current ICR acknowledgement, ICR Agreement and/or ICR 15% De Minimis.)**

RATE:
BASE:

Applies only to governmental entities . The respondent's current central service cost rate **or** indirect cost rate based on a rate proposal prepared in accordance with OMB Circular 2 CFR 200.. **Attach a copy of the Certification of Indirect Costs.**

Note: Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. HHSC). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department.

RATE:
TYPE:
BASE:

Part B Exhibit H - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must ic
and the methodology used to allocate these costs in the space provided below. Identify the types of costs that are b
the allocation base:

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$0

0%

e rate:

dentify the types of costs that will be allocated as indirect costs
being allocated as indirect costs, the allocation methodology, and

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SUPPLEMENTAL EXHIBIT INSTRUCTIONS

The budget templates that follow are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Applicants that have utilized all the lines on the primary budget template must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Exhibit H-1 Personnel) have been used, go to the tab labeled "Exhibit H - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

The supplemental budget templates are:

Exhibit H-1b Personnel Supplemental
Exhibit H-2a Travel Supplemental
Exhibit H-3a Equipment Supplemental
Exhibit H-4a Supplies Supplemental
Exhibit H-5a Contractual Supplemental
Exhibit H-6a Other Supplemental

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Exh

Legal Name of Respondent:	**0**

Personnel costs of salaries and wages paid to employees of th directly related to the contract's Statement of Work. Adminis	
Functional Title/Employee ID Example: Eligibility Clerk	**Vacant Y/N**

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ıibit H-1b: Estimated PERSONNEL Budget Category Detail Form (Supplemental)

ıe organization tasked to the HHS-funded project. The Personnel category includes the applicable portion of the gros
ıtrative services may include services performed by Eligibility Clerks, Accounting clerks. Patient coordinators, Clinic D

Justification	FTE	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00

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ATTACHMENT H

			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
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			$0.00
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			$0.00

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			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			Salar

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ss salaries of employees who perform activities
Directors and Outreach coordinators.

Number of Months	Salary/Wages Requested for Project
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0

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	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
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	$0
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	$0
	$0
	$0
	$0

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	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
ry Wage Total	$0

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Exhibit H-2a: TRAVEL Budget Category Detail Form (Suppl

Legal Name of Respondent: 0

Grantees should establish a travel policy to comply with the terms of the contract. Documentation must justify the travel e reasonable, and prior approval of HHS was obtained when required. Travel costs are the expenses for transportation, lodgi who are in travel status on official business of the grantee.

Conference / Workshop Travel Costs		
Description of Conference/Workshop	**Justification**	**Location (City, State)**

Total for Conferen

Other / Local Travel Costs			
Justification	**Number of Miles**	**Mileage Reimbursement Rate**	**Mileage Cost (a)**
			$ -
			$ -

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			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

Tot

Other / Local Travel Costs: $ -

Conference / Workshop Travel Costs: $ -

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

emental)

xpenses are necessary to the program, the costs are ing, meals, and related items incurred by employees

	Number of: Days/Employees	Travel Costs	
		Mileage	
		Airfare	
		Meals	
		Lodging	
		Other Costs	
		Total	$ -
		Mileage	
		Airfare	
		Meals	
		Lodging	
		Other Costs	
		Total	$ -
		Mileage	
		Airfare	
		Meals	
		Lodging	
		Other Costs	
		Total	$ -
		Mileage	
		Airfare	
		Meals	
		Lodging	
		Other Costs	
		Total	$ -
		Mileage	
		Airfare	
		Meals	
		Lodging	
		Other Costs	
		Total	$ -

ce / Workshop Travel $ -

Other Costs (b)	Total (a) + (b)
	$ -
	$ -

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -

al for Other / Local Travel	$ -
Total Travel Costs:	**$ -**

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Exhibit H-3a: EQUIPMENT AND CO
Detail Form (

Legal Name of Respondent: 0

Itemize, describe, and justify below. Equipment is tangible nonexpendable personal pr purchased within 90 days of contract start date.
Description of Item

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ATTACHMENT H

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT H

NTROLLED ASSETS Budget Category
Supplemental)

operty costing $5,000 or more and a useful life of more than one year. Approved equipment must be

Purpose & Justification	Date of Purchase	Number of Units	Cost Per Unit	Total
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -

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Total Amount Requested for Equipment:	**$0**

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Exhibit H-4a: Sl

Legal Name of Respondent:

The Supplies Cost category is comprised of two components, co **justification for each supply item. Costs may be categorized by e** **costing $500 or more but less than $5,000 - computers, printers,** **reimbursement dollars and should be accounted for as distinct l** **uterine devices (IUDs) and implants may be combined or distinc**
Description of Item

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JPPLIES Budget Category Detail Form (Supplemental)

0

nsumable supplies and controlled assets. Itemize and describe each supply item and provide an estimated quantity a each general type - office, computer, medical, educational, etc. Supplies can be consumable - paper, drugs, etc., OR phones, medical and lab equipment, etc. LARC devices such as IUDs and contraceptive implants may be purchased ine items from other contraceptives and pharmaceutical supplies within the supplies section of a contractor's budge t line items.

Purpose & Justification	Cost Per Unit	Quantity
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	

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ATTACHMENT H

Total Amount Requested for Supplies:	**$ -**

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

and cost. Provide a controlled assets in bulk using cost et. LARC intra-
Total Cost
$ -
$ -
$ -
$ -
$ -
$ -
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$ -
$ -

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT H

Exhibit H-5a: CONTRACTUAL Budget Category Detail Forr

Legal Name of Respondent: 0

List contracts for medical services related to the scope of work that is to be provided by a third party. If a thir "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in t services will not be reimbursed by cost reimbursement.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification

Total A

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n (Supplemental)

d party is not yet identified, describe the service to be contracted and show contractors as the respondent's funding request, must be attached behind this form. Salaries for Direct				
	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	**# of Months, Hours, Units, etc.**	**RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)**	**TOTAL**
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -

Amount Requested for CONTRACTUAL:	**$ -**

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Exhibit H-6a: OTHEI

Legal Name of Respondent:

All other allowable direct costs not listed in any of the previous cat
Description of Item

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ATTACHMENT H

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ʀ Budget Category Detail Form (Supplemental)

0

egories can be included in the Other cost budget category.

Purpose & Justification: Please include the required quantity and cost/quantity (i.e. # of units & cost per unit)	Cost per Unit	Quantity
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
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Total Amount Requested for CONTRACTUAL:	

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT H

Total Cost
$ -
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ATTACHMENT H

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FORM A, Face Page

This form requests basic information about the Applicant and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.

APPLICANT INFORMATION

1) LEGAL BUSINESS NAME:

2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code): Check if address change ☐

3) PAYEE Name and Mailing Address, including 9-digit zip code (if different from above): Check if address change ☐

4) TEXAS Address (if different from above): Time at address? (in years and months)

5) Medicaid Provider Number: OR Date Medicaid Application Submitted & TMHP Ticket #:

6) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID Number (14-digit) or Social Security Number (9-digit):

**The Applicant acknowledges, understands and agrees that the Applicant's choice to use a social security number as the vendor identification number for the Grant Agreement, may result in the social security number being made public via state open records requests.*

7) TYPE OF ENTITY (check all that apply):

☐ City	☐ Nonprofit Organization*	☐ Individual
☐ County	☐ For Profit Organization*	☐ Federally Qualified Health Centers
☐ Other Political Subdivision	☐ Hospital District	☐ State Controlled Institution of Higher Learning
☐ State Agency	☐ Community-Based Organization	☐ Hospital
☐ Indian Tribe	☐ Minority Organization	☐ Private
☐ Health Department	☐ University Medical Center	☐ Other (specify): _____

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

8) UEI number:

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

FORM A – Face Page

9) TOTAL AMOUNT OF FUNDING REQUESTED	

10) PROJECTED EXPENDITURES Does Applicant's projected state expenditures exceed $750,000 for Applicant's current fiscal year? ** Yes ☐ No ☐ ***Projected expenditures should include anticipated expenditures under state grants, as applicable*	11) PROJECT CONTACT PERSON: Name: Phone: Fax: Email: 12) FINANCIAL OFFICER Name: Phone: Fax: Email:

The facts affirmed by me in this proposal are truthful and I warrant the Applicant is in compliance with the RFA terms and conditions, including HHSC's Uniform Grant Agreement Terms and Conditions, and other RFA requirements. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a Grant Agreement. This document has been duly authorized by the governing body of the Applicant and I (the person signing below) am authorized to represent the Applicant.

13) AUTHORIZED REPRESENTATIVE	Check if change ☐	14) SIGNATURE OF AUTHORIZED REPRESENTATIVE	
Name: Title: Phone: Fax: Email:			
		15) DATE	

FORM A: Face Page Instructions

This form provides basic information about the Applicant and the proposed project with the Health and Human Services Commission (HHSC), including the signature of the authorized representative. It is the cover page of the Grant Agreement and is required to be completed. Signature affirms the facts contained in the Applicant's response are truthful and the Applicant is in compliance with the RFA terms and conditions, including HHSC's Uniform Terms and Conditions, and other RFA requirements unless specifically noted on the Applicant Information and Disclosure Form and acknowledges that continued compliance is a condition for the award of a Grant Agreement. Please follow the instructions below to complete the Face Page form and return with the Applicant's Application.

1) **LEGAL BUSINESS NAME** - Enter the legal name of the Applicant.
2) **MAILING ADDRESS INFORMATION** - Enter the Applicant's complete physical address and mailing address, city, county, state, and 9-digit zip code.
3) **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with Applicant to receive payment for services rendered by Applicant and to maintain the accounting records for the Grant Agreement, i.e., fiscal agent. Enter the PAYEE's name and mailing address, including 9-digit zip code. if PAYEE is different from the Applicant. The PAYEE is the corporation, entity or vendor who will be receiving payments.
4) **Texas Address (if different from above)-** Enter PAYEE'S Texas address and time in address in years and months.
5) **MEDICAID PROVIDER NUMBER OR DATE MEDICAID APPLICATION SUBMITTED –** Enter the Medicaid provider number used by the organization to bill Medicaid. If the organization does not have a Medicaid number, enter the date an application was submitted to obtain a Medicaid number and TMPH Ticket #.
6) **FEDERAL TAX ID or STATE OF TEXAS COMPTROLLER VENDOR ID NUMBER OR SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Texas Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The Applicant acknowledges, understands and agrees the Applicant's choice to use a social security number as its vendor identification number for the Grant Agreement, may result in the social security number being made public via state open records requests.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

7) **TYPE OF ENTITY** - Check the type of entity as defined by the Secretary of State at http://www.sos.state.tx.us/corp/businessstructure.shtml and/or the Texas State Comptroller at https://fmx.cpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf and check all other boxes that describe the entity.
   Historically Underutilized Business**:** A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161. (http://www.window.state.tx.us/procurement/prog/hub/)
   State Agency**:** an agency of the State of Texas as defined in Texas Government Code §2056.001.ii
   Institutions of Higher Education as defined by §61.003 of the Education Code.
   Minority Organization is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.
   If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.
8) **UEI Number** - Unique Entity ID (UEI) number.
9) **TOTAL AMOUNT OF FUNDING REQUESTED -** Enter the amount of funding requested from HHSC for proposed project activities (not including possible renewals).
10) **PROJECTED EXPENDITURES -** If Applicant's projected state expenditures exceed $750,000 for Applicant's current fiscal year, Applicant must arrange for a financial compliance audit (Single Audit).
11) **PROJECT CONTACT PERSON -** Enter the name, phone, fax, and email address of the person responsible for the proposed project.
12) **FINANCIAL OFFICER -** Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.
13) **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and email address of the person authorized to represent the Applicant. Check the "Check if change" box if the authorized representative is different from previous submission to HHSC.
14) **SIGNATURE OF AUTHORIZED REPRESENTATIVE -** The person authorized to represent the Applicant must sign in this blank.
15) **DATE** - Enter the date the authorized representative signed this form.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

FORM B,
ADMINISTRATIVE ENTITY INFORMATION

Legal Business Name
of Applicant: _____

Address each of the assessment questions listed below. **Please indicate each of the corresponding question number(s) on the submitted Administrative Entity Information response.**

A maximum of five (5) additional pages may be attached if needed (excluding the company ownership structure graphic and the organization chart requested under **Company Profile**).

---

1. COMPANY NARRATIVE

Provide a detailed narrative description explaining why the Applicant is qualified to provide the services detailed in **Section II, Scope of Grant Project** of the **Request For Application** (**RFA**). The narrative description should focus on the company's key strengths.

2. COMPANY PROFILE

Provide a company profile that includes the following information:

a. The company ownership structure (corporation, partnership, LLC, or sole proprietorship), including any wholly owned subsidiaries, affiliated companies, or joint ventures. **Provide this information in a narrative response and as a graphical representation.**

b. If the Applicant is an affiliate of, or has a joint venture or strategic alliance with, another company, the Applicant must identify the percentage of ownership and the percentage of the parent's ownership. The entity providing most of the services defined by **Section II, Scope of Grant Project** of the RFA hereof and pursuant to a Grant Agreement, throughout the duration of the Grant Agreement, must be the primary bidder.

c. The Applicant's proposed operating structure for the services requested under this RFA and which entities (i.e. parent company, affiliate, joint venture, subcontractor) will be performing them.

d. The year the Applicant's company was founded or incorporated. If incorporated, please indicate the state where the company is incorporated and the date of incorporation.

e. The location of the Applicant's company headquarters and any field office(s) that may provide services for any resulting Grant Agreement under this RFA.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

f. The number of employees in the Applicant's company, both locally and nationally, and the location(s) to which employees may be assigned.

g. The Applicant company's organization chart.

h. The name, address, and telephone number of the Applicant's point of contact for any resulting Grant Agreement under this RFA.

i. Indicate whether the Applicant's company has ever been engaged under a Grant Agreement by any Texas state agency. If "Yes," specify when, for what duties, and for which agency.

3. MAJOR SUBCONTRACTOR INFORMATION

The Applicant must identify any major subcontractors whom the Applicant intends to utilize in performing 15% or more of any contract. The Applicant must also describe the proposed subcontracted services. The Applicant must indicate whether or not the Applicant holds any financial interest in any major subcontractor. It may be required as a condition of award that an authorized officer or agent of each proposed major subcontractor sign a statement to the effect that the subcontractor has read, and will agree to abide by, the Applicant's obligations under any Grant Agreement awarded pursuant to this RFA.

ALL RESPONSES TO
FORM B, ADMINISTRATIVE ENTITY INFORMATION
SHOULD BE INSERTED AFTER THIS PAGE

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

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FORM B-1,
GOVERNMENTAL ENTITY
Authorized Officials and Other Key Personnel

Legal Business Name of Applicant:	

Include the full names (last, first, middle) and addresses for the officials who are authorized to enter into a Grant Agreement on behalf of the Applicant and other key personnel who will provide services and supports (including but not limited to clinical service providers, patient navigators, promotion and outreach specialists, eligibility support specialists, etc.).

Officials Authorized to Enter into a Grant Agreement on Behalf of the Applicant

Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Title:		
Phone:	Ext.	
Fax:		
Email:		

Other Key Personnel Providing Services and Supports (including but not limited to clinical service providers, patient navigators, promotion and outreach specialists, eligibility support specialists, etc.)

Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
x:		

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Email:		

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

FORM B-2,
NON-PROFIT OR FOR-PROFIT ENTITY
Board of Directors, Principal Officers, and Other Key Personnel

Legal Business Name of Applicant	

Include the full names (last, first, middle), addresses, telephone numbers, and titles of members of the Board of Directors or any other principal officers. Indicate the office/title held by each member (e.g. chairperson, president, vice-president, treasurer, etc.). In addition, if an entity is a for-profit, include the full names and addresses for each person who owns five percent (5%) or more of the stock. Include other key personnel who will provide services and supports (including but not limited to clinical service providers, patient navigators, promotion and outreach specialists, eligibility specialists, etc.).

Board of Directors or any Other Principal Officers

Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip):
Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip):
Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip):
Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip):
Name: _____ Title: _____ Phone: _____ Ext.	Mailing Address (incl. street, city, county, state, & zip):

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Fax:		
Email:		

Other Key Personnel Providing Services and Supports (including but not limited to clinical service providers, patient navigators, promotion and outreach specialists, eligibility specialists, etc.)

Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Form C, Work Plan

Responses must be clearly numbered, on 8x11 paper, with 1-inch margins, and 12-inch font size. Responses will only be evaluated within the specified page limits. Any information provided beyond these limits will not be evaluated. Responses are limited to a total of 5 pages, not including attachments.

1. LOCAL UNMET NEEDS
Describe the need for reproductive health services in the proposed service area(s) based on qualitative and quantitative data. (Eligible Service Areas, Section 2.4) Responses are limited to one page.
2. **WORK PLAN**
Describe how the requested cost reimbursement funding will help support infrastructure needs in order to increase HTW utilization and/or expand capacity. (Eligible Activities, Section 2.5, Performance Measures and Monitoring, Section 2.9) Responses are limited to a page.
3. PROMOTION AND OUTREACH TO ELIGIBLE SERVICE AREAS
Describe plans to promote HTW services and ensure outreach to eligible individuals in counties identified in Form D. The response must include personnel and other resources dedicated to promotion and outreach activities and the estimated number per month (in each county): 1) trips, 2) new partnerships, and 3) new individuals who complete screening or diagnostic appointments. (Eligible Service Areas, Section 2.4; Program Requirements, Section 2.6; Form D, Texas Counties Served by Region) Responses are limited to one page.

REQUIRED ATTACHMENTS

Applicant must submit the following documentation as attachments:

1. **Attachment A – general ledger from a computerized system that has accounts assigned to track financial transactions for the Grant that may include assets, liabilities, equity, revenue (including copays) and expenses.**
2. **Attachment B – Recent Remittance and Status report within the last three months of date of application.**

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT H

CERTIFICATION

I certify that the information provided in this application is, to the best of my knowledge, complete and accurate; that the named legal entity has authorized me, as its representative, to submit this application; and that the legal entity complies with all terms of this RFA.

The undersigned representative agrees to all the terms and conditions specified in the application by signing below.

Signature of Authorized Representative	Date
Printed Name of Authorized Representative	**Printed Title of Authorized Representative**

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

FORM D, TEXAS COUNTIES SERVED BY REGION

Legal Business Name of Applicant: _____

The Applicant shall select counties where their organization intends to provide HTW services. While the Applicant may provide HTW services to individuals who reside in any Texas county, the Applicant shall designate counties to which their organization has a physical or mobile clinic located in the selected county or intends to engage in promotion and outreach activities in the selected county.

Counties	☒	Counties	☒	Counties	☒	Counties	☒	Counties	☒
REGION 1		Hardeman	☐	Morris	☐	Freestone	☐	Crane	☐
Armstrong	☐	Haskell	☐	Panola	☐	Grimes	☐	Crockett	☐
Bailey	☐	Jack	☐	Rains	☐	Hamilton	☐	Dawson	☐
Briscoe	☐	Jones	☐	Red River	☐	Hays	☐	Ector	☐
Carson	☐	Kent	☐	Rusk	☐	Hill	☐	Gaines	☐
Castro	☐	Knox	☐	Smith	☐	Lampasas	☐	Glasscock	☐
Childress	☐	Mitchell	☐	Titus	☐	Lee	☐	Howard	☐
Cochran	☐	Montague	☐	Upshur	☐	Leon	☐	Irion	☐
Collingsworth	☐	Nolan	☐	Van Zandt	☐	Limestone	☐	Kimble	☐
Crosby	☐	Runnels	☐	Wood	☐	Llano	☐	Loving	☐
Dallam	☐	Scurry	☐			Madison	☐	Martin	☐
Deaf Smith	☐	Shackelford	☐	**REGION 5**		McLennan	☐	Mason	☐
Dickens	☐	Stephens	☐	Angelina	☐	Milam	☐	McCulloch	☐
Donley	☐	Stonewall	☐	Hardin	☐	Mills	☐	Menard	☐
Floyd	☐	Taylor	☐	Houston	☐	Robertson	☐	Midland	☐
Garza	☐	Throckmorton	☐	Jasper	☐	San Saba	☐	Pecos	☐
Gray	☐	Wichita	☐	Jefferson	☐	Travis	☐	Reagan	☐
Hale	☐	Wilbarger	☐	Nacogdoches	☐	Washington	☐	Reeves	☐
Hall	☐	Young	☐	Newton	☐	Williamson	☐	Schleicher	☐
Hansford	☐			Orange	☐			Sterling	☐
Hartley	☐	**REGION 3**		Polk	☐	**REGION 8**		Sutton	☐
Hemphill	☐	Collin	☐	Sabine	☐	Atascosa	☐	Terrell	☐
Hockley	☐	Cooke	☐	San Augustine	☐	Bandera	☐	Tom Green	☐
Hutchinson	☐	Dallas	☐	San Jacinto	☐	Bexar	☐	Upton	☐
King	☐	Denton	☐	Shelby	☐	Calhoun	☐	Ward	☐
Lamb	☐	Ellis	☐	Trinity	☐	Comal	☐	Winkler	☐
Lipscomb	☐	Erath	☐	Tyler	☐	DeWitt	☐		
Lubbock	☐	Fannin	☐			Dimmit	☐	**REGION 10**	
Lynn	☐	Grayson	☐	**REGION 6**		Edwards	☐	Brewster	☐
Moore	☐	Hood	☐	Austin	☐	Frio	☐	Culberson	☐
Motley	☐	Hunt	☐	Brazoria	☐	Gillespie	☐	El Paso	☐
Ochiltree	☐	Johnson	☐	Chambers	☐	Goliad	☐	Hudspeth	☐
Oldham	☐	Kaufman	☐	Colorado	☐	Gonzales	☐	Jeff Davis	☐
Parmer	☐	Navarro	☐	Fort Bend	☐	Guadalupe	☐	Presidio	☐
Potter	☐	Palo Pinto	☐	Galveston	☐	Jackson	☐		
Randall	☐	Parker	☐	Harris	☐	Karnes	☐	**REGION 11**	
Roberts	☐	Rockwall	☐	Liberty	☐	Kendall	☐	Aransas	☐
Sherman	☐	Somervell	☐	Matagorda	☐	Kerr	☐	Bee	☐
Swisher	☐	Tarrant	☐	Montgomery	☐	Kinney	☐	Brooks	☐
Terry	☐	Wise	☐	Walker	☐	La Salle	☐	Cameron	☐
Wheeler	☐			Waller	☐	Lavaca	☐	Duval	☐
Yoakum	☐	**REGION 4**		Wharton	☐	Maverick	☐	Hidalgo	☐
		Anderson	☐			Medina	☐	Jim Hogg	☐
REGION 2		Bowie	☐	**REGION 7**		Real	☐	Jim Wells	☐
Archer	☐	Camp	☐	Bastrop	☐	Uvalde	☐	Kenedy	☐
Baylor	☐	Cass	☐	Bell	☐	Val Verde	☐	Kleberg	☐
Brown	☐	Cherokee	☐	Blanco	☐	Victoria	☐	Live Oak	☐
Callahan	☐	Delta	☐	Bosque	☐	Wilson	☐	McMullen	☐
Clay	☐	Franklin	☐	Brazos	☐	Zavala	☐	Nueces	☐
Coleman	☐	Gregg	☐	Burleson	☐			Refugio	☐
Comanche	☐	Harrison	☐	Burnet	☐	**REGION 9**		San Patricio	☐
Cottle	☐	Henderson	☐	Caldwell	☐	Andrews	☐	Starr	☐

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Eastland	☐	Hopkins	☐	Coryell	☐	Borden	☐	Webb	☐
Fisher	☐	Lamar	☐	Falls	☐	Coke	☐	Willacy	☐
Foard	☐	Marion	☐	Fayette	☐	Concho	☐	Zapata	☐

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FORM E, SUBCONTRACTING INFORMATION

Legal Business Name of Applicant: _____

The Applicant shall complete the Subcontracting Information Form listing each subcontractor that the Applicant plans to engage to provide direct services to Healthy Texas Women Cost Reimbursement(HTW-CR) Clients. Additional tables can be submitted separately.
A Subcontractor is an entity that does all or part of the work required in the Grant Agreement between System Agency and the Grantee. The Grantee shall reimburse the subcontractor for services provided at an agreed-upon rate. The Grantee is responsible for oversight of the subcontractor to ensure that applicable policies and procedures are current and that services are being delivered to the target population(s) in accordance with the System Agency Grant Agreement.

☐	**YES** - Our organization is proposing to subcontract HTW-CR direct services. All subcontractors that will be providing direct services are noted in the table(s) below.
☐	**NO** - This form is not applicable because our organization is not proposing to subcontract HTW-CR direct services.

If "Yes," please continue with the instructions below. If "No," the form is completed.

Complete the tables below for all organizations subcontracted to provide HTW-CR direct services, one table per subcontractor. Mark "n/a" for any item not applicable; no fields should be left blank. If additional tables are needed, the Applicant shall provide as a separate document with additional subcontractor information tables.

Subcontractor #1	
	HTW-CR Services and Supports
Subcontracted Program:	
Subcontracted Service(s) to specific subcontractor:	
Subcontractor Name:	
Subcontractor's Physical Address: *(include street, city, county, state, zip code)*	
Subcontractor's Mailing Address: *(include street, city, county, state, zip code)*	
Subcontractor's Primary Phone: *(include area code and extension, if applicable)*	
Subcontractor's Website:	

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Subcontractor #1	
Subcontractor's Primary Point of Contact and Title:	
Subcontractor's Primary Point of Contact Phone: *(include area code and extension, if applicable)*	
Subcontractor's Primary Point of Contact Email	
Subcontractor's Pharmacy License #	
Subcontractor's TPI #	
Subcontractor's NPI #	

Subcontractor #2	
	HTW-CR Services and Support
Subcontracted Program:	
Subcontracted Service(s) to specific subcontractor:	
Subcontractor Name:	
Subcontractor's Physical Address: *(include street, city, county, state, zip code)*	
Subcontractor's Mailing Address: *(include street, city, county, state, zip code)*	
Subcontractor's Primary Phone: *(include area code and extension, if applicable)*	
Subcontractor's Website:	
Subcontractor's Primary Point of Contact and Title:	
Subcontractor's Primary Point of Contact Phone: *(include area code and extension, if applicable)*	
Subcontractor's Primary Point of Contact Email	
Subcontractor's Pharmacy License #	

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Subcontractor #2	
Subcontractor's TPI #	
Subcontractor's NPI #	

ATTACHMENT II

Texas Health and Human Services System

Indirect Costs Rate (ICR) Questionnaire for Request for Application (RFA)

Indirect Cost Rate Questionnaire for Request for Application

The Indirect Cost Rate Questionnaire (ICRQ) is required for current and potential HHS Contractors that receive grant funding (grantees) to initiate the use or approval of an Indirect Cost Rate, or Federally Approved Cost Allocation Plan for HHS System contracts. Grantees should complete all questions unless instructed to skip forward. This form and any requested documents should be included in the Request For Application (RFA) response.

Section 1. Grantee Information	
Legal Name of Entity:	
Texas Identification Number (TIN):	Organization Fiscal Year End Date:
Point of Contact Name:	Point of Contact Title:
Point of Contact Phone:	Point of Contact E-mail:

Section 2. State of Texas Grant History	
Has the organization ever received a grant from a State of Texas agency **in the past**?	
☐ Yes Using the check boxes below, indicate whether the underlying funds were from a Federal entity, State entity, or both. ☐ Federal ☐ State ☐ Both	☐ No

ATTACHMENT H

Section 3. Request *de minimus* Indirect Cost Rate

If eligible, would the organization like to request the 10% *de minimus* Indirect Cost Rate?

☐ Yes	☐ No

Section 4. Request Reimbursement for Indirect Costs

If eligible, does the organization wish to request reimbursement for indirect costs?

☐ Yes	☐ No *The organization has indicated that indirect costs reimbursement from HHS is not applicable at this time for all HHS System Contracts. No further information is needed.* **Skip to Section 7. Signature**

Section 5. Federal ICR Information

1. Does the organization have a **current** ICR approved by any federal cognizant agency or a federally approved cost allocation plan?

☐ Yes Expiration Date: **Include the federal approval letter when submitting this form.** **Skip to Section 7. Signature**	☐ No

Section 5. Federal ICR Information (cont.)	
2. Has the organization had an ICR approved by any federal cognizant agency or a federally approved cost allocation plan **in the past**?	
☐ Yes **Include the most recent expired federal approval letter when submitting this form.**	☐ No
3. Is the organization applying for a new federal indirect cost rate or seeking a new federally approved cost allocation plan?	
☐ Yes	☐ No

Proceed to Section 6: State ICR Information

Section 6. State of Texas ICR Information	
1. Does the organization have a **current** ICR approved by any State of Texas agency?	
☐ Yes Expiration Date: **Include the State approval letter when submitting this form.** **Skip to Section 7. Signature**	☐ No

ATTACHMENT H

Section 6. State ICR Information (cont.)

2. Has the organization had an ICR approved by any State of Texas agency **in the past**?

☐ Yes	☐ No
Include the most recent expired State approval letter when submitting this form.	

3. Is any State of Texas agency **currently** reimbursing the organization for indirect costs?

☐ Yes	☐ No
List the Texas agencies that are currently reimbursing your organization for indirect costs.	

4. Has any State of Texas agency reimbursed the organization for indirect costs on any grant award **in the past**?

☐ Yes	☐ No
List the most recent State of Texas agencies that reimbursed your organization for indirect costs.	

Section 7. Signature of Organization Representative

Printed Name:	Signature:
Title:	Date of Execution:

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

FORM G, INTERNAL CONTROLS QUESTIONNAIRE
FINANCIAL MANAGEMENT AND ADMINISTRATION

Legal Business Name of Applicant:	

Introduction

By accepting an award from Health and Human Services Commission (HHSC) your organization and the Board of Directors or other oversight authority accept responsibility for complying with the management and administration of programmatic, financial and reporting requirements of the award. Communication and coordination between the organization's program implementation and financial staff is essential for the success of the project being funded by the award. It is critical that staff responsible for the programmatic and accounting functions is aware of the financial and administrative requirements applicable to grants and subgrants. Key personnel within the organization should be identified and assigned responsibilities for the programmatic, financial and administrative requirements applicable to the HHSC award.

All HHSC Grantees are required to have a financial management system in place that meets federal and state standards for expending and accounting for the funds received under the award. Documents and records must be maintained that identify the receipt and expenditure of funds separately for each HHSC Grant Agreement. The system must be able to capture and report expenditures by the budget cost categories for each HHSC Grant Agreement. This requires establishing within the chart of accounts and general ledger, a separate set of accounts for each HHSC Grant Agreement. All financial reports should be prepared with information that comes directly from the organization's accounting system. There should be a reconciliation of the information that is reported to amounts recorded in the accounting system. In order to ensure the fiscal integrity of accounting records, the contractor must use an accounting system that does not permit overwrite or erasure of transactions posted to the general ledger.

FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

All Grantees must comply with applicable cost principles, audit requirements, and administrative requirements in **Exhibit B**, **HHS Uniform Terms and Conditions-Grant, Version 3.5.**

ACCOUNTING SYSTEM

The type of accounting system often depends on the size of the organization. Briefly describe your organization's accounting system including:

a) Is the accounting system computerized, manual or a combination of both;

b) How are different types of transactions (e.g., cash disbursements, cash receipts, revenues, journal entries) recorded and posted to the general ledger;
c) When do you close your general ledger (e.g., monthly by the 10th of the following month);

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

d) How are transactions organized, maintained, and summarized in financial reports. If your accounting system is computerized, indicate the name/type.

Answer each of the following questions with either a "yes" or "no" answer by checking the respective box.

1. **Is the Applicant's accounting system organized to allow an auditor to trace financial report balances through the general ledger and other summary ledgers/journals to each detail accounting transaction and supporting source documentation?**

   ☐ **YES** ☐ **NO**

2. **Does the Applicant's accounting system have the capability of identifying the receipt and expenditures of program funds and program income separately for each HHSC Grant Agreement?**

   ☐ **YES** ☐ **NO**

3. **Does the Applicant's accounting system provide for the recording of expenditures for each HHSC Grant Agreement by the budget cost categories shown in the proposed budget?**

   ☐ **YES** ☐ **NO**

4. **Does the Applicant's accounting system provide for the segregation of direct and indirect expenses and the allocation of indirect costs?**

   ☐ **YES** ☐ **NO**

5. **Are time records (e.g., time sheets) maintained for all employees where their actual time/effort is recorded and specifically identified to a particular cost objective?**

   ☐ **YES** ☐ **NO**

6. **Is the employees' time/effort that is recorded on the time record the source/basis of the calculation of salary/wage costs recorded in the general ledger for each cost objective?**

   ☐ **YES** ☐ **NO**

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GENERAL ADMINISTRATION & INTERNAL CONTROLS

1. **Is the staff who will be responsible for the financial management of the award generally familiar with the existing regulations and guidelines containing the cost principles and financial administrative requirements applicable to state and federal contracts/grants?**

   ☐ **YES** ☐ **NO**

2. **Does the Applicant organization have written accounting policies and procedures?**

   ☐ **YES** ☐ **NO**

3. **Are generally accepted accounting principles followed for separation of duties regarding receipts and deposit of funds and payment of goods and services?**

   ☐ **YES** ☐ **NO**

4. **Are procedures in place with adequate controls to ensure that receipts and disbursements are authorized and appropriately documented?**

   ☐ **YES** ☐ **NO**

5. **Are all disbursements approved prior to payment?**

   ☐ **YES** ☐ **NO**

6. **Is there any additional review or special approval required for checks exceeding a specific dollar amount?**

   ☐ **YES** ☐ **NO**

7 **Are there written procedures and internal controls established for the procurement of goods and services?**

   ☐ **YES** ☐ **NO**

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8. Do purchase orders/requisitions require specific approvals from authorized individuals in the requesting department?

☐ **YES** ☐ **NO**

9. Are supporting documents (invoices, receipts, approvals, receiving reports, canceled checks, etc.) maintained for each disbursement and on file for easy location and retrieval?

☐ **YES** ☐ **NO**

10. Do supporting documents accompany checks for the check signer's signature?

☐ **YES** ☐ **NO**

11. Are supporting documents marked when paid to prevent reuse or duplication of payment?

☐ **YES** ☐ **NO**

12. Are invoices coded to identify allocation of payment by cost objective and sub-account?

☐ **YES** ☐ **NO**

13. Does your organization stay current with payments of its accounts payable, payroll taxes and other liabilities, loans, taxes, etc.?

☐ **YES** ☐ **NO**

14. Do you have written personnel policies?

☐ **YES** ☐ **NO**

15. Does the Applicant's policy require individual daily time and attendance records for personnel (part-time, full-time, and/or in-kind volunteers)?

☐ **YES** ☐ **NO**

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16. Do procedures ensure that time and attendance reports can be specifically traced to costs recorded in the general ledger for each payroll period for each cost objective?

☐ **YES** ☐ **NO**

17. Does the Applicant have a written job descriptions with set salary levels for each employee?

☐ **YES** ☐ **NO**

18. Does the Applicant have on file authorizations covering rates of pay, withholding and deductions for each employee?

☐ **YES** ☐ **NO**

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

FORM H, CONTRACT AND LITIGATION HISTORY

This form provides information regarding identification and contract history of the Applicant, executive management, project management, governing board members, and/or principal officers. Applicant must respond to each request for information and ***provide the required supplemental document behind this form.*** *If responses require multiple pages, identify the supporting pages/documentation with the applicable request.*
NOTE: Administrative Information may be used in screening Applications.

1. The Applicant must attach a list of current board members or members of its governing body using Form B-1 or B-2, as applicable.

2. Is Applicant a nonprofit organization?

☐ **YES** ☐ **NO**

If YES, Applicant ***must include evidence of its nonprofit status with the Application****. Any one of the following is acceptable evidence. Check the appropriate box for the attached evidence.*

- ☐ A copy of a currently valid IRS exemption certificate.
- ☐ A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the Applicant organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.
- ☐ A copy of the organization's certificate of formation or similar document if it clearly establishes the nonprofit status of the organization.
- ☐ Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the Applicant organization is a local nonprofit affiliate.

Conflict of Interest, Contract and Litigation History

The Applicant must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFA.

Examples of potential conflicts include an existing or potential business or personal relationship **between the Applicant, its principal, or any affiliate or subcontractor, with the Health and Human Services Commission, the Program Administrator, or any other entity or person involved in any way in any project that is the subject of this RFA**.

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FORM H: CONTRACT AND LITIGATION HISTORY *continued*

Similarly, any existing or potential personal or business relationship between the Applicant, the principals, or any affiliate or subcontractor, with any employee of the Health and Human Services Commission or the Program Administrator must be disclosed.

Any such relationship that might be perceived, or represented as a conflict, must be disclosed. Failure to disclose any such relationship may be cause for Grant Agreement termination or disqualification of the Application. If, following a review of this information, it is determined by HHSC that a conflict of interest exists, the Applicant may be disqualified from further consideration for the award of a Grant Agreement.

3. **Does anyone in the Applicant organization have an existing or potential conflict of interest relative to the performance of the requirements of this RFA?**

   ☐ **YES** ☐ **NO**

   If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)

4. **Will any person who received compensation from Health and Human Services Commission (HHSC) for participating in the preparation of the specifications or documentation for this RFA participate financially with Applicant as a result of an award under this RFA?**

   ☐ **YES** ☐ **NO**

   If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

5. **Will any provision of services or other performance under any Grant Agreement that may result from this RFA constitute an actual or potential conflict of interest or create the appearance of impropriety?**

   ☐ **YES** ☐ **NO**

   If YES, detail any such actual or potential conflict of interest that might be perceived or represented as a conflict. (Attach no more than one additional page.)

6. **Are any current or former employees of the Applicant current or former employees of HHSC (within the last 24 months)?**

   ☐ **YES** ☐ **NO**

   If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

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FORM H: CONTRACT AND LITIGATION HISTORY *continued*

7. **Are any proposed personnel related to any current or former employees of HHSC?**
   ☐ **YES** ☐ **NO**
   If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

8. **Has any member of Applicant's executive management, project management, governing board or principal officers been employed by HHSC 24 months prior to the Application due date?**
   ☐ **YES** ☐ **NO**
   If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

9. **If the Applicant is a private nonprofit organization, does the executive director or other staff serve as voting members on the organization's governing board?**
   ☐ **YES** ☐ **NO**

10. **Is Applicant or any member of Applicant's executive management, project management, board members or principal officers:**
    - Delinquent on any state, federal or other debt;
    - Affiliated with an organization which is delinquent on any state, federal or other debt; or
    - In default on an agreed repayment schedule with any funding organization?

    ☐ **YES** ☐ **NO**
    If YES, please explain. (Attach no more than one additional page.)

11. **Has the Applicant had a contract suspended or terminated prior to expiration of contract or not been renewed under an optional renewal by any local, state, or federal department or agency or non-profit entity?**
    ☐ **YES** ☐ **NO**
    If YES, indicate the reason for such action that includes the name and contact information of the local, state, or federal department or agency, the date of the contract and a contract reference number, and provide copies of any and all decisions or orders related to the suspension, termination, or non-renewal by the contracting entity.

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FORM I: CONTRACT AND LITIGATION HISTORY *continued*

12. Does this Application include financial participation by a person or entity that has been convicted of violating federal law, or been assessed a penalty in a federal civil administrative enforcement action, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005, under Government Code 2261.053?

☐ **YES** ☐ **NO**

If YES, please explain. (Attach no more than one additional page.)

13. Has Applicant had a grant/contract with HHSC within the past 24 months?

☐ **YES** ☐ **NO**

If YES, list the HHSC contract and attachment number(s):

HHSC Contract Number(s)

Click here to enter text.
Click here to enter text.
Click here to enter text.
Click here to enter text.

14. Applicant must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves Applicant or in which Applicant has been judged guilty or liable. Failure to comply with the terms of this may disqualify the Applicant.

Click here to enter text.

15. At its discretion, HHSC may require the Applicant to disclose information regarding the application for or award of state, federal, and/or local grant funding by the Applicant or Community Collaborative member organization within the past two (2) years to provide operational support for service delivery sites to improve the health of low-income women in underserved communities by expanding access to preventative health care and support services. Applicant may elect to disclose this information as part of the application.

Click here to enter text.

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ATTACHMENT H

Form **PCS 121**

TEXAS Health and Human Services

SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Name/Title:	Solicitation No:
Healthy Texas Women (HTW) Cost Reimbursement	HHS0015451

Solicitation Due Date:	Solicitation Due Time			Addendum No.	Addendum Date:
03/17/2025	10	30	a.m.	1	03/05/2025

PCS Contact Information

Purchasing Contact Phone:	Purchasing Contact Name:	Purchasing Contact Email:
512-776-2951	Julia Solis	julia.solis@hhs.texas.gov

Description of Addendum

BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:

The purpose of this Addendum No. 1 is to:

1. Post the Answers to Questions or Request for Clarification per Section 7.1, Schedule of Events, attached as Attachment to Addendum 1.

No other changes are made to RFA HHS0015451 by this Addendum No. 1.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION
RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF RESPONSE.

1. Acknowledge receipt of this addendum by signing and returning this addendum with your solicitation response in accordance with the submission options outlined in the solicitation.
2. If respondent has submitted the response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.

Authorized Signature	Respondent Name

Date	Phone	Email

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Form **PCS 134-G**

ATTACHMENT H

TEXAS Health and Human Services

Applicant Questions and Answers

RFA Number	RFA / Grant Name
HHS0015451	Healthy Texas Women (HTW) Cost Reimbursement

PCS Grant Specialist Name	PCS Grant Specialist Email
Julia Solis	julia.solis@hhs.texas.gov

+ / - Row	#	Reference	Applicant Question	Agency / Program Response
+ -	1	page 16, Section 2.8.	I see that monthly vouchers and supporting documentation, as well as quarterly financial status reports are part of the required reporting. Would you be able to provide blank examples of the monthly vouchers and financial status reports, as well as examples of supporting documentation, to give a clearer picture of the reporting requirements?	Blank template examples will not be provided in the RFA
+ -	2	1. RFA HHS0015451 2. Form C, Work Plan – Instructions Paragraph 3. Page 1 4. Last sentence: - " Responses are limited to a total of 5 pages, not including attachments.	The outline for the narrative section states that every criteria response is limited to one page, Do we have two extra pages to response to any of the criteria listed on the evaluation tool?	No. The total number of pages is 3. Form C has been updated. Refer to Addendum No. 2 to the RFA.
+ -	3	Section 8.3; Required Submission Method, of the actual RFA packet posted only lists 2 methods of submission.	Will section be updated for email option to submit?	Only submissions methods listed in Section 8.3 of the RFA will be considered.
+ -	4	FORM G: INTERNAL CONTROLS QUESTIONNAIRE, FINANCIAL MANAGEMENT AND ADMINISTRATION shows "All Grantees must comply with applicable cost principles, audit requirements, and administrative requirements in the Exhibit B, HHS Uniform Terms and Conditions-Grant, Version 3.4."	this paragraph should say version 3.5	Form G is accurate as currently posted and reflects Version 3.5.

Form **PCS 134-G**

ATTACHMENT H

TEXAS Health and Human Services

+ / - Row	#	Reference	Applicant Question	Agency/Program Response
+ -	5	1. RFA Number: HHS0015451 2. Section or Paragraph number from this Solicitation: 2.5 Eligible Activities 3. Page Number of this Solicitation: Pg. 30 4. Exhibit or other Attachment: Exhibit H, FY 2026 HTW CR Budget Workbook. 5. Page Number of the Exhibit; H-0 PATNAV Personnel 6. Language, Topic, Section Heading being questioned: There is not a sheet included for additional administrative personnel beyond patient navigators.	Can we include administrative personnel costs in the budget workbook or are only Patient Navigators allowable personnel expenses under the grant?	Applicants can propose funding for both HTW-CR administrative personnel costs and Patient Navigator personnel costs.
+ -	6	This RFA is only for the Cost Reimbursement portion of the HTW program, correct?	Is an organization still able to bill Fee for Service for HTW clients if they do not participate in the Cost Reimbursement Grant program?	Yes.
+ -	7	RFA # HHS0015451 Form C Work Plan Section: Instructions:	Is the limit 5 pages or 3 pages excluding attachments? The instructions state “Responses are limited to a total of 5 pages, not including attachments.” However, each of the 3 sections (1 Local Unmet Needs; 2 Work Plan; and 3 Promotion and Outreach to Eligible Service Areas) says “Responses are limited to one page.”	The total number of pages is 3. Refer to Addendum No. 2 to the RFA.

Form **PCS 134-G**

ATTACHMENT H

TEXAS Health and Human Services

+ / - Row	#	Reference	Applicant Question	Agency/Program Response
+ -	8	A. RFA Number: HHS0015451 B. Section or Paragraph number from this Solicitation: n/a C. Page Number of this Solicitation: n/a D. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment: Form F HHS System Indirect Cost Rate (ICR) Questionnaire for Request Application (RFA) E. Page Number of the Exhibit: Page 1 F. Language, Topic, Section Heading being questioned: Section 1 Grantee Information	Is the Unique Entity ID, Address, and Secondary Contact information missing? Is this the most recent form? A. RFA Number: HHS0015451	Form F has been updated. Refer to Addendum No. 2 to the RFA.
+ -	8a	A. RFA Number: HHS0015451 B. Section or Paragraph number from this Solicitation: n/a C. Page Number of this Solicitation: n/a D. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment: Form F HHS System Indirect Cost Rate (ICR) Questionnaire for Request Application (RFA) E. Page Number of the Exhibit: Page 2 F. Language, Topic, Section Heading being questioned: Section 3 Request de minimus Indirect Cost Rate “If eligible, would the organization like to request the 10% de minimus Indirect Cost Rate? “	Did the de minimus Indirect Cost increase to 15%	Form F has been updated. Refer to Addendum No. 2 to the RFA.

Form **PCS 134-G**

ATTACHMENT H

TEXAS Health and Human Services

+ / - Row	#	Reference	Applicant Question	Agency/Program Response
+ -	8b	A. RFA Number: HHS0015451 B. Section or Paragraph number from this Solicitation: n/a C. Page Number of this Solicitation: n/a D. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment: E. Page Number of the Exhibit: N/A F. Language, Topic, Section Heading being questioned: N/A	Is there a Federal Funding Accountability and Transparency Form?	No.
+ -	8c	A. RFA Number: HHS0015451 B. Section or Paragraph number from this Solicitation: n/a C. Page Number of this Solicitation: n/a D. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment: E. Page Number of the Exhibit: N/A F. Language, Topic, Section Heading being questioned: N/A	Is there an Assurance Non-Construction Exhibit form?	No.
+ -	8d	A. RFA Number: HHS0015451 B. Section or Paragraph number from this Solicitation: n/a C. Page Number of this Solicitation: n/a D. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment: E. Page Number of the Exhibit: N/A F. Language, Topic, Section Heading being questioned: N/A	Is there a Certification Regarding Lobbying Exhibit form?	No.

Form **PCS 134-G**

ATTACHMENT H

TEXAS Health and Human Services

+ / - Row	#	Reference	Applicant Question	Agency/Program Response
+ -	8e	A. RFA Number: HHS0015451 B. Section or Paragraph number from this Solicitation: n/a C. Page Number of this Solicitation: n/a D. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment: Form C Work Plan E. Page Number of the Exhibit: N/A F. Language, Topic, Section Heading being questioned:	Are there sections missing from the Work Plan? The guidelines specify a total limit of five pages for the work plan. However, the narrative component comprises three sections, each with its own one-page limit. Could you please confirm whether the overall page limit for the work plan is five pages, or if the combined total of the narrative sections should not exceed three pages	No. The total number of pages is 3. Form C has been updated. Refer to Addendum No. 2 to the RFA.
+ -	9	RFA # HHS0015451 Form C Work Plan Section: 3 Promotion and outreach to eligible service areas	The response asks for (1) trips, (2) new partnerships, and (3) new individuals who complete screening or diagnostic appointments. For #3, are you asking for just the number of confirmed HTW patients who complete screening or diagnostic appointments or do you include HTW pending patients? Since sometimes it takes over 60 days for a client's HTW status to be determined, it is difficult to gather that information on a monthly basis. Or, are you asking for the number of unduplicated new patients the promotion and outreach activities bring into the clinic each month whether or not they end up qualifying for HTW? (for instance they may end up being FPP patients or regular Medicaid or some other souce of pay).	This question is asking for the estimated number of new unduplicated individuals the promotion and outreach activities bring into the clinic to complete screening or diagnostic appointments in each county (on annual or monthly basis) as a result of promotion and outreach activities the applicant proposes to do each month.
+ -	10	RFA Number; RFA No. HHS0015451 2. Section or Paragraph number from this Solicitation; Section 6.2 Requested Budget 3. Page Number of this Solicitation; Pages 14 and 26 of RFA 4. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment; Exhibit H 5. Page Number of the Exhibit; Budget Summary Tab 6. Language, Topic, Section Heading being questioned; and	Cell C21, Cell C22, Cell E34 and Cell H34 of Exhibit H, Budget Summary Tab, are not calculating correctly (and are locked cells). Will a revised worksheet be provided?	Exhibit H has been updated. Refer to Addendum No. 2 to the RFA.

Form **PCS 134-G**

ATTACHMENT H

TEXAS Health and Human Services

+ / - Row	#	Reference	Applicant Question	Agency/Program Response
+ -	11	A. RFA number. HHS0015451 B. Section or Paragraph number from this Solicitation. Section XIII. Submission Checklist C. Page Number of this Solicitation. Page 48 OF 50 D. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment. Article XIII. Submission Checklist E. Page Number of the Exhibit. Page 48 F. Language, Topic, Section Heading being questioned B. Narrative Proposal [The Narrative Proposal must be titled “Narrative Proposal” and include the Applicant’s Legal Name, the RFA No., and the name of the Grant Program. Use the titles below for each required section.] a. Form C: Work Plan b. Form D: Texas Counties Served by Region c. Form E: Subcontracting Information	We need little clarity. According to the language mentioned in Article XIII Submission Checklist B Narrative Proposal. Do we have to mention in cover page of each form of C, D, E, . Narrative Proposal the Title Proposal and applicant legal name, RFA no. and name of Grant Program. or DO we have to make cover page of each section (Administrative Information, Narrative Proposal Requested Budge, Indirect Costs, Exhibits to be Completed, Signed, and Submitted with Application, and Addenda) with Applicant’s Legal Name, the RFA No., and the name of the Grant Program.	The Narrative Proposal section requires just one cover page to include Applicant’s legal name, RFA No., and the name of the grant program. Each subsequent section should identify the corresponding titles (Form C, Form D, Form E). A cover page for each subsequent section is not required.

Form **PCS 134-G**

ATTACHMENT H

TEXAS Health and Human Services

+ / - Row	#	Reference	Applicant Question	Agency/Program Response
+ -	12	A. RFA number. HHS0015451 B. Section or paragraph number from this Solicitation. Article XII Application Confidential or Proprietary Information C. Page number of this Solicitation. Page 45 OF 50 D. Exhibit or other attachment and section or paragraph number from the exhibit or other attachment. Section XII. Application Confidential or Proprietary Information E. Page number of the exhibit. Page 45 F. Language, topic, section heading being questioned 12.1 TEXAS PUBLIC INFORMATION ACT – APPLICATION DISCLOSURE REQUIREMENTS	Do you want each section of the PIA Copy to have a PIA Cover Sheet placed before EACH section? Or do you want just one coversheet that indicates “Public Information Act Copy” on the very first page of the RFA submission for the PIA Copy?	Per Section 12.1, 3, a - The copy must be clearly marked as “Public Information Act Copy” on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font)

Form **PCS 134-G**

ATTACHMENT H

TEXAS Health and Human Services

+ / - Row	#	Reference	Applicant Question	Agency/Program Response
+ -	13	A. RFA number. HHS0015451 B. Section or paragraph number from this Solicitation. Section XIII. Submission Checklist C. Page number of this Solicitation. Page 48 OF 50 D. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment. Section XIII Submission Checklist E. Page Number of the Exhibit. Page 48 F. Language, Topic, Section Heading being questioned	Do you want us to submit our RFA under only one PDF file that will contain all the sections scanned continuously? Or would you rather we make a separate file for each section of the RFA in each USB (i.e., A. Administrative Information.pdf, B. Narrative Proposal.pdf, C. Requested Budget.pdf, D. Indirect Costs.pdf, E. Exhibits to be Completed, Signed, and Submitted with Application.pdf, F. Addenda.pdf)?.	The Applicant is free to choose how to submit as long as all the documentation, forms and exhibits are submitted that is organized, with each section identified with the forms and exhibits within one section.

Form **PCS 134-G**

ATTACHMENT H

TEXAS Health and Human Services

+ / - Row	#	Reference	Applicant Question	Agency/Program Response
+ -	14	A. RFA number. HHS0015451 B. Section or Paragraph number from this Solicitation. Section XIII. Submission Checklist C. Page Number of this Solicitation. Page 48 OF 50 D. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment. Article XIII. Submission Checklist E. Page Number of the Exhibit. Page 48 F. Language, Topic, Section Heading being questioned B. Narrative Proposal [The Narrative Proposal must be titled “Narrative Proposal” and include the Applicant’s Legal Name, the RFA No., and the name of the Grant Program. Use the titles below for each required section.] a. Form C: Work Plan b. Form D: Texas Counties Served by Region c. Form E: Subcontracting Information	We need little clarity. According to the language mentioned in Article XIII Submission Checklist B Narrative Proposal. Do we have to mention in cover page of each form of C, D, E, . Narrative Proposal the Title Proposal and applicant legal name, RFA no. and name of Grant Program. or DO we have to make cover page of each section (Administrative Information, Narrative Proposal Requested Budge, Indirect Costs, Exhibits to be Completed, Signed, and Submitted with Application, and Addenda) with Applicant’s Legal Name, the RFA No., and the name of the Grant Program.	The Narrative Proposal section requires just one cover page to include Applicant’s legal name, RFA No., and the name of the grant program. Each subsequent section should identify the corresponding titles (Form C, Form D, Form E). A cover page for each subsequent section is not required.
+ -	15	A. RFA number. HHS0015451 B. Section or paragraph number from this Solicitation. Exhibit A. HHS SOLICITATION AFFIRMATIONS Exhibit A. HHS SOLICITATION AFFIRMATIONS	My question is that some of the exhibits have electronic signature. Is it ok to do electronic signature or printed signature required	Electronic signature is acceptable.

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Form **PCS 121**

TEXAS Health and Human Services

SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Name/Title:	Solicitation No:
Healthy Texas Women (HTW) Cost Reimbursement	HHS0015451

Solicitation Due Date:	Solicitation Due Time			Addendum No.	Addendum Date:
03/17/2025	10	30	a.m.	2	03/05/2025

PCS Contact Information

Purchasing Contact Phone:	Purchasing Contact Name:	Purchasing Contact Email:
512-776-2951	Julia Solis	julia.solis@hhs.texas.gov

Description of Addendum

BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:

The purpose of this Addendum No. 2 is to:
1. Delete and replace Form C, Work Plan. Refer to the attached Form C, Work Plan Addendum 2
2. Delete and replace Form F, HHS System Indirect Cost Rate (ICR) Questionnaire. Refer to the attached Form F, HHS System Indirect Cost Rate (ICR) Questionnaire Addendum 2.
3. Delete and replace Exhibit H, HTW CR Workbook. Refer to the attached Exhibit H, HTW CR Workbook Addendum 2.

No other changes are made to RFA HHS0015451 by this Addendum No. 2.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION
RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF RESPONSE.

1. Acknowledge receipt of this addendum by signing and returning this addendum with your solicitation response in accordance with the submission options outlined in the solicitation.
2. If respondent has submitted the response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.

Authorized Signature	Respondent Name

Date	Phone	Email

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Administrative Information

City of Laredo

Healthy Texas Women Cost Reimbursement

RFA No. HHS0015451

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

FORM A, Face Page

This form requests basic information about the Applicant and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.

APPLICANT INFORMATION

1) **LEGAL BUSINESS NAME:** City of Laredo

2) **MAILING Address Information** (include mailing address, street, city, county, state and 9-digit zip code): **Check if address change** ☐

1110 Houston St. Laredo, Webb, TX, 78040-8019

3) **PAYEE Name and Mailing Address, including 9-digit zip code** (if different from above): **Check if address change** ☐

City of Laredo, P.O. Box 579, Laredo, TX 78040-8019

4) **TEXAS Address** (if different from above): **Time at address?** (in years and months)

5) **Medicaid Provider Number:** **1379174-08** **OR** **Date Medicaid Application Submitted & TMHP Ticket #:**

6) **Federal Tax ID No.** (9-digit), **State of Texas Comptroller Vendor ID Number** (14-digit) or **Social Security Number** (9-digit): 74-6001573; 174-60015732021

**The Applicant acknowledges, understands and agrees that the Applicant's choice to use a social security number as the vendor identification number for the Grant Agreement, may result in the social security number being made public via state open records requests.*

7) **TYPE OF ENTITY** (check all that apply):

☒	City	☐	Nonprofit Organization*	☐	Individual
☐	County	☐	For Profit Organization*	☐	Federally Qualified Health Centers
☐	Other Political Subdivision	☐	Hospital District	☐	State Controlled Institution of Higher Learning
☐	State Agency	☐	Community-Based Organization	☐	Hospital
☐	Indian Tribe	☐	Minority Organization	☐	Private
☐	Health Department	☐	University Medical Center	☐	Other (specify): _____

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

8) **UEI number:** HWX7C56NNUV1

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FORM A – Face Page

9) TOTAL AMOUNT OF FUNDING REQUESTED	$426,002

10) PROJECTED EXPENDITURES

Does Applicant's projected state expenditures exceed $750,000 for Applicant's current fiscal year? **

Yes ☒ No ☐

***Projected expenditures should include anticipated expenditures under state grants, as applicable*

11) PROJECT CONTACT PERSON:
Name: Luis T. Cerda
Phone: (956) 727-6977
Fax: (956) 795-2419
Email: lcerda@ci.laredo.tx.us

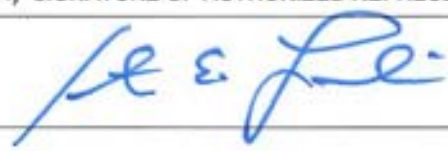
12) FINANCIAL OFFICER
Name: Francisco Mata
Phone: (956) 791-7428
Fax: (956) 791-7477
Email: fmata@ci.laredo.tx.us

The facts affirmed by me in this proposal are truthful and I warrant the Applicant is in compliance with the RFA terms and conditions, including HHSC's Uniform Grant Agreement Terms and Conditions, and other RFA requirements. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a Grant Agreement. This document has been duly authorized by the governing body of the Applicant and I (the person signing below) am authorized to represent the Applicant.

13) AUTHORIZED REPRESENTATIVE Check if change ☐

Name:	For Joseph W. Neeb
Title:	City Manager
Phone:	(956) 791-7302
Fax:	(956) 791-7498
Email:	jneeb@ci.laredo.tx.us

14) SIGNATURE OF AUTHORIZED REPRESENTATIVE



15) DATE

3/12/25

FORM A: Face Page Instructions

This form provides basic information about the Applicant and the proposed project with the Health and Human Services Commission (HHSC), including the signature of the authorized representative. It is the cover page of the Grant Agreement and is required to be completed. Signature affirms the facts contained in the Applicant's response are truthful and the Applicant is in compliance with the RFA terms and conditions, including HHSC's Uniform Terms and Conditions, and other RFA requirements unless specifically noted on the Applicant Information and Disclosure Form and acknowledges that continued compliance is a condition for the award of a Grant Agreement. Please follow the instructions below to complete the Face Page form and return with the Applicant's Application.

1) **LEGAL BUSINESS NAME** - Enter the legal name of the Applicant.
2) **MAILING ADDRESS INFORMATION** - Enter the Applicant's complete physical address and mailing address, city, county, state, and 9-digit zip code.
3) **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with Applicant to receive payment for services rendered by Applicant and to maintain the accounting records for the Grant Agreement, i.e., fiscal agent. Enter the PAYEE's name and mailing address, including 9-digit zip code. if PAYEE is different from the Applicant. The PAYEE is the corporation, entity or vendor who will be receiving payments.
4) **Texas Address (if different from above)-** Enter PAYEE'S Texas address and time in address in years and months.
5) **MEDICAID PROVIDER NUMBER OR DATE MEDICAID APPLICATION SUBMITTED –** Enter the Medicaid provider number used by the organization to bill Medicaid. If the organization does not have a Medicaid number, enter the date an application was submitted to obtain a Medicaid number and TMPH Ticket #.
6) **FEDERAL TAX ID or STATE OF TEXAS COMPTROLLER VENDOR ID NUMBER OR SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Texas Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The Applicant acknowledges, understands and agrees the Applicant's choice to use a social security number as its vendor identification number for the Grant Agreement, may result in the social security number being made public via state open records requests.

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7) **TYPE OF ENTITY** - Check the type of entity as defined by the Secretary of State at http://www.sos.state.tx.us/corp/businessstructure.shtml and/or the Texas State Comptroller at https://fmx.cpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf and check all other boxes that describe the entity.
   Historically Underutilized Business**:** A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161. (http://www.window.state.tx.us/procurement/prog/hub/)
   State Agency**:** an agency of the State of Texas as defined in Texas Government Code §2056.001.ii
   Institutions of Higher Education as defined by §61.003 of the Education Code.
   Minority Organization is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.
   If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.
8) **UEI Number** - Unique Entity ID (UEI) number.
9) **TOTAL AMOUNT OF FUNDING REQUESTED -** Enter the amount of funding requested from HHSC for proposed project activities (not including possible renewals).
10) **PROJECTED EXPENDITURES -** If Applicant's projected state expenditures exceed $750,000 for Applicant's current fiscal year, Applicant must arrange for a financial compliance audit (Single Audit).
11) **PROJECT CONTACT PERSON -** Enter the name, phone, fax, and email address of the person responsible for the proposed project.
12) **FINANCIAL OFFICER -** Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.
13) **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and email address of the person authorized to represent the Applicant. Check the "Check if change" box if the authorized representative is different from previous submission to HHSC.
14) **SIGNATURE OF AUTHORIZED REPRESENTATIVE -** The person authorized to represent the Applicant must sign in this blank.
15) **DATE** - Enter the date the authorized representative signed this form.

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FORM B,
ADMINISTRATIVE ENTITY INFORMATION

Legal Business Name
of Applicant: **City of Laredo**

Address each of the assessment questions listed below. **Please indicate each of the corresponding question number(s) on the submitted Administrative Entity Information response.**

A maximum of five (5) additional pages may be attached if needed (excluding the company ownership structure graphic and the organization chart requested under **Company Profile**).

---

1. COMPANY NARRATIVE

Provide a detailed narrative description explaining why the Applicant is qualified to provide the services detailed in **Section II, Scope of Grant Project** of the **Request For Application** (**RFA**). The narrative description should focus on the company's key strengths.

2. COMPANY PROFILE

Provide a company profile that includes the following information:

a. The company ownership structure (corporation, partnership, LLC, or sole proprietorship), including any wholly owned subsidiaries, affiliated companies, or joint ventures. **Provide this information in a narrative response and as a graphical representation.**

b. If the Applicant is an affiliate of, or has a joint venture or strategic alliance with, another company, the Applicant must identify the percentage of ownership and the percentage of the parent's ownership. The entity providing most of the services defined by **Section II, Scope of Grant Project** of the RFA hereof and pursuant to a Grant Agreement, throughout the duration of the Grant Agreement, must be the primary bidder.

c. The Applicant's proposed operating structure for the services requested under this RFA and which entities (i.e. parent company, affiliate, joint venture, subcontractor) will be performing them.

d. The year the Applicant's company was founded or incorporated. If incorporated, please indicate the state where the company is incorporated and the date of incorporation.

e. The location of the Applicant's company headquarters and any field office(s) that may provide services for any resulting Grant Agreement under this RFA.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

f. The number of employees in the Applicant's company, both locally and nationally, and the location(s) to which employees may be assigned.

g. The Applicant company's organization chart.

h. The name, address, and telephone number of the Applicant's point of contact for any resulting Grant Agreement under this RFA.

i. Indicate whether the Applicant's company has ever been engaged under a Grant Agreement by any Texas state agency. If "Yes," specify when, for what duties, and for which agency.

3. MAJOR SUBCONTRACTOR INFORMATION

The Applicant must identify any major subcontractors whom the Applicant intends to utilize in performing 15% or more of any contract. The Applicant must also describe the proposed subcontracted services. The Applicant must indicate whether or not the Applicant holds any financial interest in any major subcontractor. It may be required as a condition of award that an authorized officer or agent of each proposed major subcontractor sign a statement to the effect that the subcontractor has read, and will agree to abide by, the Applicant's obligations under any Grant Agreement awarded pursuant to this RFA.

ALL RESPONSES TO
FORM B, ADMINISTRATIVE ENTITY INFORMATION
SHOULD BE INSERTED AFTER THIS PAGE

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FORM B, ADMINISTRATIVE ENTITY INFORMATION

1. COMPANY NARRATIVE

The City of Laredo Public Health Department (CLPHD) has operated under the auspices of the Department of State Health Services (DSHS) since it was formed in 1943. The current facility is centrally located and easily accessible via public and private transportation. During its long and impressive history, the Public Health Department has taken a leading role in addressing the community's most pressing health problems through its five divisions which include the Patient Care Services Division (includes the Family Clinical, Child Health, Dental, TB Elimination, and Primary Care programs), Health Promotion Division, Environmental Health Division, Budget & Grant Management Division, and Disease Control and Epidemiology Division.

Our extensive partnerships within the community include a wide variety of State, Federal, and private clinics and agencies through the Laredo Health Coalition. Therefore, registered nurses, social workers, case managers, and medical office assistance staff have been trained to refer children and their families to acute and chronic care services such as, the Federally Qualified Health Center (Gateway Community Health Center) and participating health care providers in the Indigent and Safety Net Health Service Area. Through the years, we have robust partnerships with Border Region Behavioral Health, Labor and Delivery, Children's Advocacy Center, Child Protective Services, Texas Human and Health Services Commission, Medicaid offices, local hospitals, and other faith-based nonprofit organization that provide additional social and health preventive services for women and children. Internally the CLPHD has additional services that assist families with health care needs such as outreach, case management, Nurse Family Partnership, HIV outreach and screening, WIC outreach, Immunizations, Environmental Health outreach, TB prevention, and Primary Care. In addition, we work closely and collaborate with the Laredo Health Coalition, TDHHSC outreach program, Texas Health Steps, Texas A&M Colonias outreach program, Wesley Nurses, and UTHSC-Laredo environmental program outreach.

The CLPHD continues to be responsive to community public health needs, particularly the uninsured and underserved population. We have model programs cited for excellence and evidenced-based practices in Immunization, WIC, Well Child, HIV and

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Disease Self-Management services that incorporate outreach and education as a pillar to wellness and positive outcomes. We have further developed and maintained community evidence-based programs and have certified staff in areas such as in Primary Care (chronic disease prevention), Buena Vida (early detection), Tuberculosis, Immunization, HIV screening and case management, and Family Planning services. All have a focus on family support, case management and education to ensure everyone is aware of the services and maintain wellness. This is decisive for the increasing underserved and below federal poverty level (FPL) population that CLPHD serves with the different programs and services available in Webb County.

An electronic encounter is done for all patients who are served under our programs. All clinics, including pop-up clinics, main and south clinic, have access and utilize our electronic medical record system. Our electronic medical record allows us to run frequent reports on many clinical relevant data, which allows for administrator to oversee daily operations and compliance. Our EMR, Patagonia Health, also allows us to extract data to analyze health outcomes, trends, appointments, compliance, lab testing, and overall health outcomes and it tracks patients. We are using a portal for health information exchange to improve health care services and outcomes. Each encounter is reviewed for completion by our Mid-level providers, casework and clinical staff. Our Medical Director Dr. Fernando Sanchez has a clinical group of nursing, allied health, clerical, and billing staff that support all the clinical work performed. Case management, nutrition classes, and patient education is provided to at-risk or chronic disease patients. Laboratory/diagnostic services are provided and referrals to specialty and behavioral health care as needed.

CLPHD receives federal, state and local funding sources in the form of grants, line-item funding directly from the City of Laredo budget, and program income to support the program. The CLPHD utilizes the City of Laredo Finance Department's double entry, modified accrual system of accounting which is fully computerized on its IBM I-Series system. Revenues and expenditures are allocated by cost center (projects) which facilitates accountability. All financial status reports and vouchers are prepared by a senior accountant in the Finance Department who is assigned to the Health fund. Daily fiscal transactions are monitored by the Health Department's Budget and Grants

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Management Division staff. Detailed (line item) reports of program expenditures, encumbrances and variances (balances) are available as needed for monitoring and planning.

CLPHD has 70 plus years' experience collecting data sets to analyze and report on performance measures, goals and objectives, and by program staff, departmental grants and budget staff and is further assessed by the city finance, budget and legal staff for compliance. Our quality assurance and medical review team together with the assistant director of programs and services, assistant director of operations, and programs supervisor work together to review, analyze, and report data. Based on outcomes and progress changes are made to improve services and/or make corrective actions as deemed necessary. Finally, we also have external and internal evaluators and auditors to also assess operations, performance measures, and provide continuous quality improvement.

2. COMPANY PROFILE

(A). The City of Laredo is a municipal corporation operating as a public entity under the governance of a Mayor and City Council. The City of Laredo operates under a Council-Manager form of government, as established by its Charter. In this structure, all municipal powers are vested in an elected City Council, which serves as the legislative body responsible for enacting local laws, adopting budgets, determining policies, and appointing the City Manager. The City Manager is tasked with executing these laws and administering the day-to-day operations of the municipal government. The City's authority is exercised in accordance with the Texas Constitution, state laws, the City Charter, and ordinances adopted by the Council.

The City of Laredo Public Health Department (CLPHD) is a department within the City of Laredo's governmental structure. It does not operate as a separate legal entity and does not have wholly owned subsidiaries, affiliated companies, or joint ventures.
The City of Laredo established the Public Health Department under Section 4.01(A) of the City Charter, operates as a local public health department under the Local Public Health and Reorganization Act, and adheres to the Uniform Grant and Management Act for applicable grant-supported health services.

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The Health Department is overseen by a director appointed by the City Manager, as provided in Section 3.04(1) of the Charter. The director manages the department under the supervision and direction of the City Manager, as outlined in Section 4.01(B) of the Charter.

The department provides a comprehensive range of public health services to the residents of Laredo, including:

1. Personal Health Promotion and Maintenance Services – Addressing individual and community health needs.
2. Infectious Disease Control and Prevention – Implementing measures to mitigate the spread of communicable diseases.
3. Environmental and Consumer Health Programs – Enforcing health and safety laws related to food, water, waste control, sanitation, and vector control.
4. Public Health Education and Information – Delivering resources to inform and empower the public about health-related issues.
5. Laboratory Services – Providing diagnostic and investigative laboratory support.
6. Administrative Services – Ensuring operational efficiency and compliance.

With City Council approval, the Public Health Department may enter into contracts or grant agreements with state and federal agencies to expand public health services. Additionally, as authorized by the Local Public Health Reorganization Act and the Interlocal Cooperation Act, the City Council may collaborate with Webb County and other municipalities to enhance public health services through formal agreements.

The organizational structure of the City of Laredo includes multiple departments providing diverse municipal services, with the Public Health Department specializing in public health initiatives and programs. For the graphical representation of the structure, please refer to Attachment – Company Ownership Structure Graphic.

(B). The City of Laredo and its Public Health Department do not operate as affiliates or joint ventures. All services provided under the grant will be executed directly by the City of Laredo Public Health Department, which will act as the primary applicant and service provider for the duration of the grant agreement.

(C). The City of Laredo Public Health Department will manage and execute services requested under the grant application. The department’s operating structure includes

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subcontracting with medical providers to provide services, contributing to the effective delivery of the proposed project.

(D). The City of Laredo was established in 1755 and operates under a home-rule charter. The City of Laredo Public Health Department's origins trace back to August 24, 1935, when an ordinance required the "City Health Officer" to conduct a public clinic and provide necessary medicines and assistance. In 1943, an agreement between the City of Laredo and Webb County established the Laredo-Webb County Health Unit. Significant reorganization occurred in 1989, leading to the creation of the current Health Department structure.

(E). The City of Laredo headquarters is located at 1110 Houston Street, Laredo, TX 78040. The Public Health Department’s primary office is located at 2600 Cedar Avenue, Laredo, TX 78040. The department also operates additional field locations for clinics, outreach programs, and community health services across the city.

(F). The City of Laredo employs approximately 2,800 individuals, with an estimated 300 staff members assigned to the Public Health Department. Employees are based locally in Laredo, Texas, with assignments to various locations across the city depending on program specific implementation.

(G). For the company’s organizational chart, please refer to Attachment-Organization Chart.

(H). Richard A. Chamberlain, DrPH, MPH, CPHA, CPM, CHW, LCI, RS
Public Health Director
2600 Cedar Avenue, Laredo, TX 78040
956-795-4918

(I). The City of Laredo Public Health Department partners with various National, State, and Local entities to support public health efforts through grant agreements. Texas State agencies include: Texas Department of State Health Services and Texas Health and Human Services.

3. MAJOR SUBCONTRACTOR INFORMATION

Not Applicable.

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FORM B-1,
GOVERNMENTAL ENTITY
Authorized Officials and Other Key Personnel

Legal Business Name of Applicant:	City of Laredo

Include the full names (last, first, middle) and addresses for the officials who are authorized to enter into a Grant Agreement on behalf of the Applicant and other key personnel who will provide services and supports (including but not limited to clinical service providers, patient navigators, promotion and outreach specialists, eligibility support specialists, etc.).

Officials Authorized to Enter into a Grant Agreement on Behalf of the Applicant

Name:	Joseph W. Neeb		Mailing Address (incl. street, city, county, state, & zip):
Title:	City Manager		1110 Houston St./P.O. Box 579
Phone:	(956) 791-7302	Ext.	Laredo, TX
Fax:	(956) 791-7498		78040-8019
Email:	jneeb@ci.laredo.tx.us		Webb County
Name:	Steve Landin		Mailing Address (incl. street, city, county, state, & zip):
Title:	Assistant City Manager		1110 Houston St./P.O. Box 579
Phone:	(956) 791-7302	Ext.	Laredo, TX
Fax:	(956) 791-7498		78040-8019
Email:	selandin@ci.laredo.tx.us		Webb County
Name:			Mailing Address (incl. street, city, county, state, & zip):
Title:			
Phone:		Ext.	
Fax:			
Email:			
Name:			Mailing Address (incl. street, city, county, state, & zip):
Title:			
Phone:		Ext.	
Fax:			
Email:			
Name:			Mailing Address (incl. street, city, county, state, & zip):
Title:			
Phone:		Ext.	
Fax:			
Email:			
Name:			Mailing Address (incl. street, city, county, state, & zip):

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Title:		
Phone:	Ext.	
Fax:		
Email:		

Other Key Personnel Providing Services and Supports (including but not limited to clinical service providers, patient navigators, promotion and outreach specialists, eligibility support specialists, etc.)

Name:	Luis T. Cerda		Mailing Address (incl. street, city, county, state, & zip):
Title:	Clinical Services Administrator		2600 Cedar Ave./P.O. Box 2337
Phone:	(956) 727-6977	Ext.	Laredo, TX
Fax:	(956) 523-7847		78040-4040
Email:	lcerda@ci.laredo.tx.us		Webb County
Name:	Merari Teran		Mailing Address (incl. street, city, county, state, & zip):
Title:	Disease Intervention Manager		2600 Cedar Ave./P.O. Box 2337
Phone:	(956) 523-7843	Ext.	Laredo, TX
Fax:	(956) 523-7847		78040-4040
Email:	mteran@ci.laredo.tx.us		Webb County
Name:			Mailing Address (incl. street, city, county, state, & zip):
Title:			
Phone:		Ext.	
Fax:			
Email:			
Name:			Mailing Address (incl. street, city, county, state, & zip):
Title:			
Phone:		Ext.	
Fax:			
Email:			
Name:			Mailing Address (incl. street, city, county, state, & zip):
Title:			
Phone:		Ext.	
Fax:			
Email:			
Name:			Mailing Address (incl. street, city, county, state, & zip):
Title:			
Phone:		Ext.	
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Email:			

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FORM B-2,
NON-PROFIT OR FOR-PROFIT ENTITY
Board of Directors, Principal Officers, and Other Key Personnel

Legal Business Name of Applicant	City of Laredo

Include the full names (last, first, middle), addresses, telephone numbers, and titles of members of the Board of Directors or any other principal officers. Indicate the office/title held by each member (e.g. chairperson, president, vice-president, treasurer, etc.). In addition, if an entity is a for-profit, include the full names and addresses for each person who owns five percent (5%) or more of the stock. Include other key personnel who will provide services and supports (including but not limited to clinical service providers, patient navigators, promotion and outreach specialists, eligibility specialists, etc.).

Board of Directors or any Other Principal Officers

Name:	Not Applicable	Mailing Address (incl. street, city, county, state, & zip):
Title:		Not Applicable
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	

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Fax:		
Email:		

Other Key Personnel Providing Services and Supports (including but not limited to clinical service providers, patient navigators, promotion and outreach specialists, eligibility specialists, etc.)

Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		

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Narrative Proposal

City of Laredo

Healthy Texas Women Cost Reimbursement

RFA No. HHS0015451

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT I

Form C, Work Plan

Responses must be clearly numbered, on 8x11 paper, with 1-inch margins, and 12-inch font size. Responses will only be evaluated within the specified page limits. Any information provided beyond these limits will not be evaluated. Responses are limited to a total of 3 pages, not including attachments.

1. LOCAL UNMET NEEDS

Describe the need for reproductive health services in the proposed service area(s) based on qualitative and quantitative data. (Eligible Service Areas, Section 2.4) Responses are limited to one page.

2. WORK PLAN

Describe how the requested cost reimbursement funding will help support infrastructure needs in order to increase HTW utilization and/or expand capacity. (Eligible Activities, Section 2.5, Performance Measures and Monitoring, Section 2.9) Responses are limited to one page.

3. PROMOTION AND OUTREACH TO ELIGIBLE SERVICE AREAS

Describe plans to promote HTW services and ensure outreach to eligible individuals in counties identified in Form D. The response must include personnel and other resources dedicated to promotion and outreach activities and the estimated number per month (in each county): 1) trips, 2) new partnerships, and 3) new individuals who complete screening or diagnostic appointments. (Eligible Service Areas, Section 2.4; Program Requirements, Section 2.6; Form D, Texas Counties Served by Region) Responses are limited to one page.

REQUIRED ATTACHMENTS

Applicant must submit the following documentation as attachments:

1. **Attachment A – general ledger from a computerized system that has accounts assigned to track financial transactions for the Grant that may include assets, liabilities, equity, revenue (including copays) and expenses.**
2. **Attachment B – Recent Remittance and Status report within the last three months of date of application.**

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ATTACHMENT I

CERTIFICATION

I certify that the information provided in this application is, to the best of my knowledge, complete and accurate; that the named legal entity has authorized me, as its representative, to submit this application; and that the legal entity complies with all terms of this RFA.

The undersigned representative agrees to all the terms and conditions specified in the application by signing below.

Signature of Authorized Representative	Date
Joseph W. Neeb	City Manager
Printed Name of Authorized Representative	Printed Title of Authorized Representative

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

FORM C, WORK PLAN

1. LOCAL UNMET NEEDS

The Healthy Texas Women program will serve Webb County (WC) on the Texas-Mexico border with a population of 267,114 (2023 U.S. Census Bureau); it is considered by the distressed communities index (DCI) to have a poverty rate of 30.9% in comparison with 10.9% of Texas. The DCI describes the share of Laredo population which is below the federal poverty level (2024 DCI Distressed Communities, Economic Innovation Group). Laredo, which serves as the county seat in WC, has been the number one inland port of entry and the third largest customs district in the nation, nonetheless it remains with a health factor rank of 225 of 244 Texas counties. The Health Resources Services Administration (HRSA) designated Laredo a Health Professions Shortage Area (HPSA) and a Medically Underserved Area (MUA) with a 54.3 index of medical underserved score for primary care. However, Laredo serves as a medical hub for an eleven (11) county area mostly sub-rural and urban in an area that continues to be one of the fastest growing in Texas. Webb County with a health outcomes rank of 75 describes the magnitude of need for health services in this area. Along the Texas-Mexico border area, health factors such as clinical care, mental health, alcohol and drug use, education, employment and income, community safety, and housing are pivotal factors in accessing health services as well as improving our socioeconomic status of the Webb County.

The prevalent poverty along the state's southern border with Mexico, places border residents at high risk for poor health status. The Webb County health factors that contribute to the poverty rate of 30.9% in WC, includes employment rate of 59.3% compare to the state 62.6%, education 69.8% of the persons age 25 years or older are high school graduate or higher in compare with Texas 85.7%, median household income of $62,506, and 27.1% of county residents under 65 years old do not have a medical home because the lack of a health insurance. Hence, the Healthy Texas Women program allows an access reproductive women between the ages of 15 to 44 years old uninsured with below poverty level, no receiving benefits through another state medical program to health care services like screening, diagnostic services, follow up and appropriate referrals, and health education programs.

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2. WORK PLAN

The cost reimbursement funding will allow Laredo Public Health Department to support the salaries and benefits of medical and administrative personnel. In the medical personnel, we have itemized three (3) health educators, two (2) medical office assistants, and one (1) nurse practitioner. As the administrative personnel, we listed the following staff: one (1) senior office assistant, one (1) administrative assistant, and one (1) public health technician. The health educators' primary assignment is to navigate clients for potential patients of Healthy Texas Women or any other state funded preventive and primary health programs depending on criteria clients meet. Medical office assistances and nurse practitioner are the ones rendering the screening and diagnostic services, follow up visits and appropriate referrals depending on diagnosis, and giving at the time of the visit counseling and/or health education. The administrative personnel verifies that Healthy Texas Women clients follow up with their appointments and visits, ensures purchases made are an allowable expenditure and the cost reimbursement is an allocable expense.

In order to support the infrastructure of this grant, we have estimated travel, supplies, contractual, and other expenses in our budget. Webb County not only covers an urban area, Laredo, but sub-urban areas like Rio Bravo, El Cenizo, and Las Colonias. Traveling to those areas is essential to outreach women who qualified to HTW or any other state funded program. Office and medical supplies, consumable items and janitorial supplies are considered for maintenance and development of program and services. The prescriptive authority of an Obstetric and Gynecologist physician has been listed as important in order to delivery services through the mid-level provider. This item has been documented under the contractual category.

There are other items needed for the establishment of Healthy Texas Women at Laredo Public Health Department. Among of those items listed on this category, we have communication configuration (internet, email server, IT support, landlines, cellphones, and wireless internet), printing services (educational materials, eligibility and consent forms for state funded programs), and media promotion (radio, social media, television and billboards). All of these allowable costs are vital for establishment and maintenance of HTW program.

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3. PROMOTION AND OUTREACH TO ELIGIBLE SERVICE AREAS

In Webb County (WC), The City of Laredo Public Health Department (CLPHD) is equipped with the staff (i.e. a public health technician and health educators) to promote the health services funded by Healthy Texas Women (HTW) to our target population. Joining to strengthen our outreach efforts, CLPHD has promotion program specialists whose main objective is to make aware all the services available for the community, especially those without a medical home. Our outreach and onsite promotion include attending at least one health fair bi-weekly, attending the local college and university – Laredo College and Texas A & M International University to promote HTW services and inform on the many health resources in the CLPHD to the young adult population, and attending local work assistance organizations in Laredo in order to promote Healthy Texas Women program in WC. It also includes at least one visit per month to Las Colonias, El Cenizo, and Rio Bravo, which are sub-rural unincorporated highly marginalized communities in WC ranked amongst the poorest areas in the county.

The CLPHD offers a wide range of outreach options for clients to have access to health services. Mental health and diabetes management services have developed a weekly scheduled where they visit those sub-rural area for clients to receive services. We have built up partnership with different local health organizations for the clients to receive the Healthy Texas Women services we promote on our outreach events. Among our partnerships for Healthy Texas Women services, we have Gateway Community Health Center, and Border Region, the city's local behavioral mental health authority.

Throughout the last fiscal year, there was a total of 24 outreach events attended and an average of 515 patients in a quarterly basis seeking screening and diagnostic services at the Laredo Public Health Department after being successfully navigated by the patient navigators to any of the state-funded preventive and primary health care services including Healthy Texas Women. Expanding on the previous outreach plan, the CLPHD will continue our efforts in educating and promoting the HTW and any other state-funded preventive and primary health care services by working with our community partners and attending to different workforce development organizations, vocational schools, college and university, and community health centers.

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ATTACHMENT I

PREPARED 03/25/2025, 15:46:38 ACCOUNT ACTIVITY LISTING PAGE 1
PROGRAM GM360L ACCOUNTING PERIOD 05/2025
CITY OF LAREDO

GROUP NBR	PO NBR	ACCTG PRD.	CD	----TRANSACTION---- DATE	NUMBER	DESCRIPTION	YTD/CURRENT ESTIM/APPROP	YTD/CURRENT ENCUMBRANCE	TRANSACTION AMOUNT	CURRENT BALANCE
FUND 216 PUBLIC HEALTH DEPARTMENT										
216-6109-541.11-10 SALARIES / REGULAR							498,136	.00	56,252.47	441,883.53
8371		03/25	AJ	12/27/24	PR1227	PAYROLL SUMMARY			3,923.11	
PROJECT#:		HRMT10								
8371		03/25	AJ	12/27/24	PR1227	PAYROLL SUMMARY			2,328.04	
PROJECT#:		METN02								
7058		03/25	AJ	12/13/24	PR1213	PAYROLL SUMMARY			3,861.10	
PROJECT#:		HRMT10								
7058		03/25	AJ	12/13/24	PR1213	PAYROLL SUMMARY			2,344.47	
PROJECT#:		METN02								
ACCOUNT TOTAL							498,136	.00	12,436.92	485,699.08
216-6109-541.12-10 FRINGE BENEFITS / SOCIAL SECURITY TAX							18,045	.00	4,020.84	14,024.56
8371		03/25	AJ	12/27/24	PR1227	PAYROLL SUMMARY			283.37	
PROJECT#:		HRMT10								
8371		03/25	AJ	12/27/24	PR1227	PAYROLL SUMMARY			163.39	
PROJECT#:		METN02								
7058		03/25	AJ	12/13/24	PR1213	PAYROLL SUMMARY			277.33	
PROJECT#:		HRMT10								
7058		03/25	AJ	12/13/24	PR1213	PAYROLL SUMMARY			164.64	
PROJECT#:		METN02								
ACCOUNT TOTAL							18,045	.00	888.71	17,156.29
216-6109-541.12-20 FRINGE BENEFITS / GROUP INSURANCE							68,504	.00	11,990.93	56,513.07
8371		03/25	AJ	12/27/24	PR1227	PAYROLL SUMMARY			769.21	
PROJECT#:		HRMT10								
8371		03/25	AJ	12/27/24	PR1227	PAYROLL SUMMARY			624.06	
PROJECT#:		METN02								
7058		03/25	AJ	12/13/24	PR1213	PAYROLL SUMMARY			702.16	
PROJECT#:		HRMT10								
7058		03/25	AJ	12/13/24	PR1213	PAYROLL SUMMARY			624.06	
PROJECT#:		METN02								
ACCOUNT TOTAL							68,504	.00	2,659.43	65,844.57
216-6109-541.12-30 FRINGE BENEFITS / UNEMPLOYMENT COMPENSAT							3,687	.00	240.35	3,446.65
ACCOUNT TOTAL							3,687	.00	.00	3,687.00
216-6109-541.12-40 FRINGE BENEFITS / WORKER'S COMPENSATION							2,472	.00	198.78	2,273.22
8371		03/25	AJ	12/27/24	PR1227	PAYROLL SUMMARY			17.38	
PROJECT#:		HRMT10								
8371		03/25	AJ	12/27/24	PR1227	PAYROLL SUMMARY			4.76	
PROJECT#:		METN02								
7058		03/25	AJ	12/13/24	PR1213	PAYROLL SUMMARY			16.74	

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ATTACHMENT I

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD	DATE	NUMBER	DESCRIPTION	YTD/CURRENT ESTIM/APPROP	YTD/CURRENT ENCUMBRANCE	TRANSACTION AMOUNT	CURRENT BALANCE
FUND 226 PUBLIC HEALTH DEPARTMENT										
226-6109-541.12-40 FRINGE BENEFITS / WORKER'S COMPENSATION								continued		
PROJECT#:		KEHT10								
7058		05/25	AJ	12/13/24	PR1213	PAYROLL SUMMARY			4.80	
PROJECT#:		KETN02								
						ACCOUNT TOTAL	2,472	.00	47.68	2,424.32
226-6109-541.12-50 FRINGE BENEFITS / RETIREMENT CONTRIBUTIO							105,898	.00	12,185.07	93,712.93
8171		05/25	AJ	12/27/24	PR1227	PAYROLL SUMMARY			841.51	
PROJECT#:		KEHT10								
8171		05/25	AJ	12/27/24	PR1227	PAYROLL SUMMARY			499.36	
PROJECT#:		KETN02								
7058		05/25	AJ	12/13/24	PR1213	PAYROLL SUMMARY			823.90	
PROJECT#:		KEHT10								
7058		05/25	AJ	12/13/24	PR1213	PAYROLL SUMMARY			502.89	
PROJECT#:		KETN02								
						ACCOUNT TOTAL	105,898	.00	2,667.66	103,230.34
226-6109-561.07-00 MATERIALS & SUPPLIES / COMPUTER HARDWARE							12,242	.00	.00	12,242.00
						ACCOUNT TOTAL	12,242	.00	.00	12,242.00
226-6109-562.14-10 TRAINING MATERIALS / TRAINING BOOKS & MA							0	.00	.00	.00
						ACCOUNT TOTAL	0	.00	.00	.00
226-6109-562.23-01 BOOKS & AUDIOVISUAL MAT. / BOOKS							0	.00	.00	.00
						ACCOUNT TOTAL	0	.00	.00	.00
226-6109-562.24-00 MATERIALS & SUPPLIES / MINOR APPARATUS A							40,351	.00	.00	40,351.00
						ACCOUNT TOTAL	40,351	.00	.00	40,351.00
226-6109-562.24-20 MINOR APPARATUS AND TOOLS / FURNISHINGS							9,000	.00	.00	9,000.00
						ACCOUNT TOTAL	9,000	.00	.00	9,000.00
226-6109-562.32-10 PROMOTIONAL MATERIALS / PROMOTIONAL MATE							18,187	.00	.00	18,187.00
						ACCOUNT TOTAL	18,187	.00	.00	18,187.00

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	YTD/CURRENT ESTIM/APPROP	YTD/CURRENT ENCUMBRANCE	TRANSACTION AMOUNT	CURRENT BALANCE
FUND 226 PUBLIC HEALTH DEPARTMENT										
226-6109-542.31-10 OFFICE SUPPLIES / OFFICE SUPPLIES							40,914	.00	.00	40,914.00
						ACCOUNT TOTAL	40,914	.00	.00	40,914.00
226-6109-542.34-10 JANITORIAL SUPPLIES / JANITORIAL SUPPLIE							29,015	.00	.00	29,015.00
						ACCOUNT TOTAL	29,015	.00	.00	29,015.00
226-6109-542.38-10 MEDICAL & CHEMICAL SUPPLY / MEDICAL SUPP							40,000	.00	.00	40,000.00
						ACCOUNT TOTAL	40,000	.00	.00	40,000.00
226-6109-542.38-70 MEDICAL & CHEMICAL SUPPLY / PHARMACEUTIC							0	.00	.00	.00
						ACCOUNT TOTAL	0	.00	.00	.00
226-6109-543.33-10 TRAVEL / PROFESSIONAL DEVELOPMENT							0	.00	.00	.00
						ACCOUNT TOTAL	0	.00	.00	.00
226-6109-543.33-50 TRAVEL / MILEAGE REIMBURSEMENT							2,688	.00	.00	2,688.00
						ACCOUNT TOTAL	2,688	.00	.00	2,688.00
226-6109-541.17-20 FREIGHT AND STORAGE / POSTAGE							0	.00	.00	.00
						ACCOUNT TOTAL	0	.00	.00	.00
226-6109-543.31-30 COMMUNICATIONS / COMMUNICATIONS							2,849	.00		2,849.96
7743		03/25	AP	11/19/24	0656171	AT&T			218.04	
	531-001-0281 672					AS PER AT&T CIRCUITS COMP			18.03	
PROJECT#:	MENT10									
7746		03/25	AP	11/19/24	0656171	AT&T				
	531-001-0281 685					AS PER AT&T CIRCUITS COMP			39.26	
PROJECT#:	MENT10									
						ACCOUNT TOTAL	2,849	.00	57.29	2,791.71
226-6109-543.31-20 COMMUNICATIONS / I-NET AND I-SERIES							52,088	.00	4,914.72	47,171.28
9798		03/25	AP	12/31/24	DECEMBER	I-NET CHARGES			930.19	
PROJECT#:	MENT10									
						ACCOUNT TOTAL	52,088	.00	930.19	51,157.81

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GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	YTD/CURRENT ESTIM/APPROP	YTD/CURRENT ENCUMBRANCE	TRANSACTION AMOUNT	CURRENT BALANCE
FUND 226 PUBLIC HEALTH DEPARTMENT										
226-6109-543.55-06 PURCHASED PROF.SERVICES / ADMINISTRATIVE							58,520	.00	.00	58,520.00
ACCOUNT TOTAL							58,520	.00	.00	58,520.00
226-6109-543.55-17 PURCHASED PROF.SERVICES / NURSING SERVIC							0	.00	.00	.00
ACCOUNT TOTAL							0	.00	.00	.00
226-6109-543.55-24 PURCHASED PROF.SERVICES / LICENSE & PERM							0	.00	.00	.00
ACCOUNT TOTAL							0	.00	.00	.00
226-6109-543.55-26 PURCHASED PROF.SERVICES / CONSULTANT FEE							0	.00	.00	.00
ACCOUNT TOTAL							0	.00	.00	.00
226-6109-543.55-27 PURCHASED PROF.SERVICES / LAB FEES							63	.00	.00	63.00
ACCOUNT TOTAL							63	.00	.00	63.00
226-6109-543.55-28 PURCHASED PROF.SERVICES / PHYSICIAN FEES							13,400	1,600.00	3,200.00	8,600.00
8094 799604 03/25 AP 21/30/28 0656556 MILLAN, LIZ PROLIN								800.00-	800.00	
HEALTH RELATED SERVICE										
PROJECT#: MENTIO										
ACCOUNT TOTAL							13,400	800.00-	800.00	13,400.00
226-6109-543.55-40 PURCHASED PROF.SERVICES / CONTRACT LABOR							0	.00	.00	.00
ACCOUNT TOTAL							0	.00	.00	.00
226-6109-543.55-51 PURCHASED PROF.SERVICES / DIAGNOSTIC SER							0	.00	00	.00
ACCOUNT TOTAL							0	.00	.00	.00
226-6109-543.55-88 PURCHASED PROF.SERVICES / SUPPORT SERVIC							0	.00	.00	.00
ACCOUNT TOTAL							0	.00	.00	.00
226-6109-543.67-00 CONTRACTUAL SERVICES / ADVERTISING							19,843	.00	.00	19,843.00
ACCOUNT TOTAL							19,843	.00	.00	19,843.00

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GROUP HDR	PO NBR	ACCTG PER.	----TRANSACTION---- CD	DATE	NUMBER	DESCRIPTION	YTD/CURRENT ESTIM/APPROP	YTD/CURRENT ENCUMBRANCE	TRANSACTION AMOUNT	CURRENT BALANCE
FUND 226 PUBLIC HEALTH DEPARTMENT										
226-6109-543.70-00			CONTRACTUAL SERVICES / PRINTING SERVICES				25,640	.00	.00	25,640.00
			ACCOUNT TOTAL				25,640	.00	.00	25,640.00
226-6109-543.97-26			INSURANCE / HEALTH-PROFESSIONAL LIAB				0	.00	.00	.00
			ACCOUNT TOTAL				0	.00	.00	.00
226-6109-545.90-01			MACHINERY & EQUIPMENT / MACHINERY & EQUI				0	.00	.00	.00
			ACCOUNT TOTAL				0	.00	.00	.00
			FUND TOTAL				1,081,522	800.00-	20,483.70	1,061,838.30
			GRAND TOTAL				1,081,522	800.00-	20,483.70	1,061,838.30

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ATTACHMENT I

Texas Medicaid
Remittance and Status Report
Date: 01/31/2025

Mail original claim to:
Texas Medicaid
P.O. Box 200555
Austin, Texas 78720-0555

Mail all other correspondence to:
Texas Medicaid
12365-A Riata Trace Parkway
Austin, Texas 78727-6422

(800) 925-9126

CITY OF LAREDO HEALTH DEPART
PO BOX 2337
LAREDO, TX 78044-2337
(956) 795-4930

NPI/API: 1790858769
Taxonomy: 261QA0005X
Benefit Code: FP3
Report Seq. Number: 5
R&S Number: 59221865

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PO BOX 2337
LAREDO, TX 78044-2337
(956) 795-4930

YOUR AIS NUMBER IS 137917408
FOR AIS INQUIRY CALL TOLL FREE 1-(800) 925-9126
THE PROVIDER MANUAL PROVIDES DETAILS.
PHYSICAL ADDRESS ON RECORD:
CITY OF LAREDO HEALTH DEPART
2600 CEDAR AVE
LAREDO, TX 78040-4040

(956) 727-6962

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(956) 795-4930

NPI/API: 1790858769
Taxonomy: 261QA0005X
Benefit Code: FP3
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~

PATIENT NAME / PATIENT ACCT #	CLAIM NUMBER	BENEFIT	CLIENT #	MEDICAL RECORD #	MEDICARE #	EOB	EOB	EOB	EOB	DIAGNOSIS	QLFYR
---SERVICE DATES---		-----BILLED-----		-----ALLOWED-----							
FROM / TO / TOS / PROC	QTY	CHARGE	QTY	CHARGE	POS	PAID AMT	EOB	EOB	EOB	EOB	EOB	MOD	MOD
********** CLAIMS - PAID OR DENIED **********													
CONTRERAS,LIZ HTW 000154089 01551	10005803020250223318561 3	FP3	522689208			01147				Z3009		0	
08/16/2024 08/16/2024 5 81025	1.0	8.67	.0	.00	1	.00	00565						
08/16/2024 08/16/2024 1 99211	1.0	13.49	.0	.00	1	.00	00565						
08/16/2024 08/16/2024 5 81001	1.0	4.35	.0	.00	1	.00	00565						
		$26.51		$.00		$.00	CLAIM TOTAL						
HERNANDEZ,ANA HTW 006020235 01551	10005803020250223318939 3	FP3	611867651			01147				Z01419		0	
07/29/2024 07/29/2024 1 99204	1.0	81.24	.0	.00	1	.00	00565					FP	
07/29/2024 07/29/2024 5 86592	1.0	5.86	.0	.00	1	.00	00565						
07/29/2024 07/29/2024 5 81001	1.0	4.35	.0	.00	1	.00	00565						
		$91.45		$.00		$.00	CLAIM TOTAL						
HERNANDEZ,ANA 006020235 01551	10005803020250223319417 1	FP3	611867651			01147				Z01419		0	
07/29/2024 07/29/2024 1 J3490	1.0	5.90	.0	.00	1	.00	00565	91818				U8	
07/29/2024 07/29/2024 1 A9150	1.0	14.00	.0	.00	1	.00	00565					FP	
		$19.90		$.00		$.00	CLAIM TOTAL						

****

IF YOU NEED TO APPEAL ANY CLAIM ON THIS PAGE, YOU MAY APPEAL ELECTRONICALLY FOR THE MOST EXPEDITIOUS PROCESSING. OTHERWISE, MAKE ONE COPY OF THIS PAGE FOR EACH CLAIM TO BE APPEALED, CIRCLE THE CLAIM YOU ARE APPEALING AND DESCRIBE YOUR APPEAL. YOUR APPEAL MUST BE RECEIVED WITHIN 120 DAYS FROM THE DATE OF THE R&S. FOR INFORMATION REGARDING THE ELECTRONIC PROCESS CALL 1-888-863-3638.

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---SERVICE DATES---		-----BILLED-----		-----ALLOWED-----							
FROM TO	TOS PROC	QTY	CHARGE	QTY	CHARGE	POS	PAID AMT	EOB	EOB	EOB	EOB	EOB	MOD MOD

********** CLAIMS - PAID OR DENIED **********

91818 THE SUBMITTED NDC 50111033402 DTL 01, DOESNT CORRESPOND WITH THE DRUG CODE, MODIFIER, UNIT OF MEASURE, OR DATES ON THE NDC CROSSWALK.

MACHADO,GABRI	10005803020250223318658 3	FP3	516308576					01147		Z01419		0
HTW 000040466 01551												
04/10/2024 04/10/2024	1 A4267	36.0	19.44	.0	.00	1	.00	00565	00013			
04/10/2024 04/10/2024	5 86592	1.0	5.86	.0	.00	1	.00	00565				
04/10/2024 04/10/2024	5 81025	1.0	8.67	.0	.00	1	.00	00565				
04/10/2024 04/10/2024	1 99215	1.0	73.40	.0	.00	1	.00	00565			FP	
			$107.37		$.00		$.00	CLAIM TOTAL				
MACHADO,GABRI	10005803020250223318658 2	FP3	516308576					01147		Z01419		0
000040466 01551												
04/10/2024 04/10/2024	1 J3490	1.0	5.90	.0	.00	1	.00	00565	91818		U8	
			$5.90		$.00		$.00	CLAIM TOTAL				

****

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ATTACHMENT I

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Austin, Texas 78720-0555

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12365-A Riata Trace Parkway
Austin, Texas 78727-6422

(800) 925-9126

CITY OF LAREDO HEALTH DEPART
PO BOX 2337
LAREDO, TX 78044-2337
(956) 795-4930

NPI/API: 1790858769
Taxonomy: 261QA0005X
Benefit Code: FP3
Report Seq. Number: 5
R&S Number: 59221865

~

PATIENT NAME / PATIENT ACCT #	CLAIM NUMBER	BENEFIT	CLIENT #	MEDICAL RECORD #	MEDICARE #	EOB	EOB	EOB	EOB	DIAGNOSIS	QLFYR
---SERVICE DATES---		-----BILLED-----		-----ALLOWED-----							
FROM / TO	TOS / PROC	QTY	CHARGE	QTY	CHARGE	POS	PAID AMT	EOB	EOB	EOB	EOB	EOB	MOD / MOD

********** CLAIMS - PAID OR DENIED **********

91818 THE SUBMITTED NDC 00089020050 DTL 01, DOESNT CORRESPOND WITH THE DRUG CODE, MODIFIER, UNIT OF MEASURE, OR DATES ON THE NDC CROSSWALK.

MANDUJANO,ADR HTW 003712880 01551	10005803020250223319317 8	FP3	505696193						01147			Z01419	0
08/30/2024 08/30/2024	1 99214	1.0	47.68	.0	.00	1	.00	00565			FP		
08/30/2024 08/30/2024	5 86592	1.0	5.86	.0	.00	1	.00	00565					
			$53.54		$.00		$.00	CLAIM TOTAL					
VALDEZ,FLOR 006029714 01551	10005803020250223318744 6	FP3	610811831						01147			Z01419	0
12/18/2024 12/18/2024	1 J3490	1.0	5.90	.0	.00	1	.00	91818			U8		
			$5.90		$.00		$.00	CLAIM TOTAL					

91818 THE SUBMITTED NDC 50111033402 DTL 01, DOESNT CORRESPOND WITH THE DRUG CODE, MODIFIER, UNIT OF MEASURE, OR DATES ON THE NDC CROSSWALK.

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PATIENT NAME / PATIENT ACCT #	CLAIM NUMBER	BENEFIT	CLIENT #	MEDICAL RECORD #	MEDICARE #	EOB	EOB	EOB	EOB	DIAGNOSIS	QLFYR
---SERVICE DATES---		-----BILLED-----		-----ALLOWED-----							
FROM TO	TOS PROC	QTY CHARGE	QTY CHARGE	POS	PAID AMT	EOB	EOB	EOB	EOB	EOB MOD	MOD

********** CLAIMS - PAID OR DENIED **********

ANTU,THALIA 10005803020250223318844 7 FP3 518660474 01147 Z01419 0
HTW 000002530 01551

12/19/2024	12/19/2024	1	99214	1.0	47.68	.0	.00	1	.00	00127 00117		FP
12/19/2024	12/19/2024	5	86592	1.0	5.86	1.0	4.27	1	3.59	00761 01196		
12/19/2024	12/19/2024	5	81025	1.0	8.67	.0	.00	1	.00	00103		
					$62.21		$4.27		$3.59	CLAIM TOTAL		

00127 PAID ON CLAIM 10005803020250153063477 9 ON 01/24/2025.

CAVAZOS,ANDRE 10005803020250223318560 9 FP3 610754449 01147 Z01419 0
006017262 01551

12/06/2024	12/06/2024	1	S4993	3.0	69.90	3.0	69.90	1	69.90	00757		U8
12/06/2024	12/06/2024	1	A4267	36.0	19.44	36.0	19.44	1	19.44	00757		
12/06/2024	12/06/2024	1	99204	1.0	81.24	1.0	70.64	1	70.64	00475		FP
12/06/2024	12/06/2024	5	86592	1.0	5.86	1.0	4.27	1	3.59	00761 01196		
12/06/2024	12/06/2024	5	81025	1.0	8.67	1.0	8.61	1	7.23	00761 01196		
					$185.11		$172.86		$170.80	CLAIM TOTAL		

****

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NPI/API: 1790858769
Taxonomy: 261QA0005X
Benefit Code: FP3
Report Seq. Number: 5
R&S Number: 59221865

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PATIENT NAME / PATIENT ACCT #	CLAIM NUMBER	BENEFIT	CLIENT #	MEDICAL RECORD #	MEDICARE #	EOB	EOB	EOB	EOB	DIAGNOSIS	QLFYR
---SERVICE DATES---		-----BILLED-----		-----ALLOWED-----							
FROM / TO / TOS / PROC	QTY / CHARGE	QTY / CHARGE	POS	PAID AMT	EOB / EOB / EOB / EOB	EOB	MOD	MOD			
********** CLAIMS - PAID OR DENIED **********											
MONTES,CARMEN	10005803020250223319513 6	FP3	526173099			01147				Z01419	0
006018318 01551											
12/05/2024 12/05/2024 1 A4267	36.0 / 19.44	36.0 / 17.88	1	17.88	01246 00149						
12/05/2024 12/05/2024 1 99214	1.0 / 47.68	1.0 / 41.46	1	38.14	00475 01246					FP	
12/05/2024 12/05/2024 5 81025	1.0 / 8.67	1.0 / 8.61	1	7.23	00761 01196						
	$75.79	$67.95		$63.25	CLAIM TOTAL						
VALDEZ,FLOR	10005803020250223318659 2	FP3	610811831			01147				Z01419	0
HTW 006029714 01551											
12/18/2024 12/18/2024 1 S4993	1.0 / 23.30	.0 / .00	1	.00	00127					U8	
12/18/2024 12/18/2024 1 A4267	36.0 / 19.44	.0 / .00	1	.00	00127						
12/18/2024 12/18/2024 1 99204	1.0 / 81.24	.0 / .00	1	.00	00127 00164					FP	
12/18/2024 12/18/2024 5 86592	1.0 / 5.86	1.0 / 4.27	1	3.59	00761 01196						
12/18/2024 12/18/2024 5 81025	1.0 / 8.67	.0 / .00	1	.00	00103						
	$138.51	$4.27		$3.59	CLAIM TOTAL						

****

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LAREDO, TX 78044-2337
(956) 795-4930

NPI/API: 1790858769
Taxonomy: 261QA0005X
Benefit Code: FP3
Report Seq. Number: 5
R&S Number: 59221865

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PATIENT NAME / PATIENT ACCT #	CLAIM NUMBER	BENEFIT	CLIENT #	MEDICAL RECORD #	MEDICARE #	EOB	EOB	EOB	EOB	DIAGNOSIS	QLFYR

---SERVICE DATES--- FROM	TO	TOS	PROC	-----BILLED----- QTY	CHARGE	-----ALLOWED----- QTY	CHARGE	POS	PAID AMT	EOB	EOB	EOB	EOB	EOB	MOD	MOD

********** CLAIMS - PAID OR DENIED **********

00127 PAID ON CLAIM 10005803020250153063 4832 ON 01/24/2025.

TOTAL FOR MEDICAID	$772.19	$249.35	$241.23

****

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~

PATIENT NAME / PATIENT ACCT #	CLAIM NUMBER	BENEFIT	CLIENT #	MEDICAL RECORD #	MEDICARE #	EOPS	EOPS	EOPS	EOPS	DIAGNOSIS	QLFYR
---SERVICE DATES---		-----BILLED-----		-----ALLOWED-----							
FROM / TO	TOS	PROC	QTY	CHARGE	QTY	CHARGE	POS	PAID AMT	EOPS	EOPS	EOPS	EOPS	EOPS	MOD	MOD

CONTROL NUMBER	-- MAXIMUM RECOUPMENT -- RATE	AMOUNT	ORIGINAL DATE	ORIGINAL AMOUNT	PRIOR BALANCE	PRIOR DATE	CURRENT AMOUNT	REMAINING BALANCE

********** THE FOLLOWING CLAIMS ARE BEING PROCESSED **********

THE EXPLANATION OF PENDING STATUS (EOPS) CODES LISTED ARE NOT FINAL CLAIM DENIALS OR PAYMENT DISPOSITIONS. THE EOPS CODES IDENTIFY THE REASONS WHY A CLAIM IS IN PROCESS. BECAUSE THESE CLAIMS ARE CURRENTLY IN PROCESS, NEW INFORMATION CANNOT BE ACCEPTED TO MODIFY THE CLAIM UNTIL THE CLAIM FINALIZES AND APPEARS AS FINALIZED ON YOUR R&S REPORT. PLEASE REFER TO THE LAST SECTION OF THIS REPORT FOR THE MESSAGES THAT CORRESPOND TO THE EOPS CODES USED ON THIS REPORT.

GARCIA,ODALYS	10005803020250223318743 8	FP3	713313646								Z01419	0
HTW 000150987 01551												
12/26/2024	12/26/2024	1	A4267	36.0	19.44			00F07				
12/26/2024	12/26/2024	1	99214	1.0	47.68						FP	
12/26/2024	12/26/2024	5	86592	1.0	5.86						FP	
12/26/2024	12/26/2024	5	81025	1.0	8.67						FP	
					$81.65							
TOTAL FOR MEDICAID					$81.65							

****

IF YOUR CLAIM HAS NOT APPEARED ON AN R&S REPORT AS PAID, DENIED OR PENDING WITHIN 30 DAYS OF SUBMISSION TO TMHP, PLEASE CONTACT TELEPHONE INQUIRY AT 1-800-925-9126 AND/OR SEE CLAIMS FILING INSTRUCTIONS IN YOUR PROVIDER MANUAL.

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R&S Number: 59221865

~

PAYMENT SUMMARY FOR TAX ID 746001573

	*** AFFECTING PAYMENT THIS CYCLE ***		*** AMOUNT AFFECTING 1099 EARNINGS ***	
	AMOUNT	COUNT	THIS CYCLE	YEAR TO DATE
CLAIMS PAID	241.23	11	241.23	943.54
SYSTEM PAYOUTS				
MANUAL PAYOUTS (REMITTED BY SEPARATE CHECK OR EFT)				
AMOUNT PAID TO IRS FOR LEVIES				
AMOUNT PAID TO IRS FOR BACKUP WITHHOLDING				
ACCOUNTS RECEIVABLE RECOUPMENTS				
MISCELLANEOUS LEVIES				
AMOUNTS STOPPED/VOIDED				
SYSTEM REISSUES				
CLAIM RELATED REFUNDS				
NON-CLAIM RELATED REFUNDS				
HELD AMOUNT				
PAYMENT AMOUNT	241.23		241.23	943.54

PENDING CLAIMS 81.65

**********PAYMENT TOTAL FOR CHECK 000000057413175 IN THE AMOUNT OF 241.23.**********

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EXPLANATION OF BENEFITS CODES MESSAGES

THE FOLLOWING ARE THE DESCRIPTIONS OF THE EOB CODES THAT APPEAR ON THIS REMITTANCE AND STATUS REPORT

00013	THIS SERVICE NOT ALLOWED FOR THIS DIAGNOSIS.
00103	SERVICES EXCEED ALLOWED BENEFIT LIMITATIONS.
00117	THIS PROCEDURE IS PART OF ANOTHER PROCEDURE/SERVICE BILLED ON SAME DAY.
00149	PROCEDURE PAYMENT BASED ON PROGRAM/BENEFIT PLAN, DATE OF SERVICE AND A MAXIMUM PAYMENT AMOUNT SET BY CMS OR HHSC.
00164	THESE SERVICES ARE NOT IN ACCORDANCE WITH MEDICAL POLICY.
00475	PAID ACCORDING TO THE TEXAS MEDICAID REIMBURSEMENT METHODOLOGY-TMRM (RELATIVE VALUE UNIT TIMES STATEWIDE CONVERSION FACTOR)
00565	RECEIVED PAST 95 DAY FILING DEADLINE. REFER TO CLAIMS FILING DEADLINE SECTION OF PROVIDER PROCEDURES MANUAL FOR INSTRUCTIONS.
00757	PROCEDURE PAYMENT BASED ON PROGRAM/BENEFIT PLAN, DATE OF SERVICE AND IS CALCULATED AT THE DETAIL BILLED AMOUNT.
00761	CLINICAL LABORATORY PROCEDURE PAYMENT BASED ON NATIONAL FEE SCHEDULE, PROGRAM/BENEFIT PLAN AND DATE OF SERVICE.
01147	PLEASE REFER TO OTHER EOB MESSAGES ASSIGNED TO THIS CLAIM FOR PAYMENT/DENIAL INFORMATION.
01196	THIS PAYMENT WAS REDUCED IN ACCORDANCE WITH THE STATE'S SPENDING REDUCTION PLAN FOR CLAIMS WITH A DATE OF SERVICE ON OR AFTER SEPTEMBER 1, 2011.
01246	PHYSICIAN SERVICE WITH MODIFIER INDICATING PA, NP/CNS OR CNM PERFORMER REDUCED TO 92%.

THE FOLLOWING ARE THE DESCRIPTIONS OF THE EOP CODES THAT APPEAR ON THIS REMITTANCE AND STATUS REPORT

00F07	CLAIM IS BEING REVIEWED FOR MISMATCH BETWEEN PRIMARY BIRTH CONTROL METHOD AT END OF VISIT AND THE PROCEDURES BILLED.

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FORM D, TEXAS COUNTIES SERVED BY REGION

Legal Business Name of Applicant: **City of Laredo**

The Applicant shall select counties where their organization intends to provide HTW services. While the Applicant may provide HTW services to individuals who reside in any Texas county, the Applicant shall designate counties to which their organization has a physical or mobile clinic located in the selected county or intends to engage in promotion and outreach activities in the selected county.

Counties	☒	Counties	☒	Counties	☒	Counties	☒	Counties	☒
REGION 1		Hardeman	☐	Morris	☐	Freestone	☐	Crane	☐
Armstrong	☐	Haskell	☐	Panola	☐	Grimes	☐	Crockett	☐
Bailey	☐	Jack	☐	Rains	☐	Hamilton	☐	Dawson	☐
Briscoe	☐	Jones	☐	Red River	☐	Hays	☐	Ector	☐
Carson	☐	Kent	☐	Rusk	☐	Hill	☐	Gaines	☐
Castro	☐	Knox	☐	Smith	☐	Lampasas	☐	Glasscock	☐
Childress	☐	Mitchell	☐	Titus	☐	Lee	☐	Howard	☐
Cochran	☐	Montague	☐	Upshur	☐	Leon	☐	Irion	☐
Collingsworth	☐	Nolan	☐	Van Zandt	☐	Limestone	☐	Kimble	☐
Crosby	☐	Runnels	☐	Wood	☐	Llano	☐	Loving	☐
Dallam	☐	Scurry	☐			Madison	☐	Martin	☐
Deaf Smith	☐	Shackelford	☐	**REGION 5**		McLennan	☐	Mason	☐
Dickens	☐	Stephens	☐	Angelina	☐	Milam	☐	McCulloch	☐
Donley	☐	Stonewall	☐	Hardin	☐	Mills	☐	Menard	☐
Floyd	☐	Taylor	☐	Houston	☐	Robertson	☐	Midland	☐
Garza	☐	Throckmorton	☐	Jasper	☐	San Saba	☐	Pecos	☐
Gray	☐	Wichita	☐	Jefferson	☐	Travis	☐	Reagan	☐
Hale	☐	Wilbarger	☐	Nacogdoches	☐	Washington	☐	Reeves	☐
Hall	☐	Young	☐	Newton	☐	Williamson	☐	Schleicher	☐
Hansford	☐			Orange	☐			Sterling	☐
Hartley	☐	**REGION 3**		Polk	☐	**REGION 8**		Sutton	☐
Hemphill	☐	Collin	☐	Sabine	☐	Atascosa	☐	Terrell	☐
Hockley	☐	Cooke	☐	San Augustine	☐	Bandera	☐	Tom Green	☐
Hutchinson	☐	Dallas	☐	San Jacinto	☐	Bexar	☐	Upton	☐
King	☐	Denton	☐	Shelby	☐	Calhoun	☐	Ward	☐
Lamb	☐	Ellis	☐	Trinity	☐	Comal	☐	Winkler	☐
Lipscomb	☐	Erath	☐	Tyler	☐	DeWitt	☐		
Lubbock	☐	Fannin	☐			Dimmit	☐	**REGION 10**	
Lynn	☐	Grayson	☐	**REGION 6**		Edwards	☐	Brewster	☐
Moore	☐	Hood	☐	Austin	☐	Frio	☐	Culberson	☐
Motley	☐	Hunt	☐	Brazoria	☐	Gillespie	☐	El Paso	☐
Ochiltree	☐	Johnson	☐	Chambers	☐	Goliad	☐	Hudspeth	☐
Oldham	☐	Kaufman	☐	Colorado	☐	Gonzales	☐	Jeff Davis	☐
Parmer	☐	Navarro	☐	Fort Bend	☐	Guadalupe	☐	Presidio	☐
Potter	☐	Palo Pinto	☐	Galveston	☐	Jackson	☐		
Randall	☐	Parker	☐	Harris	☐	Karnes	☐	**REGION 11**	
Roberts	☐	Rockwall	☐	Liberty	☐	Kendall	☐	Aransas	☐
Sherman	☐	Somervell	☐	Matagorda	☐	Kerr	☐	Bee	☐
Swisher	☐	Tarrant	☐	Montgomery	☐	Kinney	☐	Brooks	☐
Terry	☐	Wise	☐	Walker	☐	La Salle	☐	Cameron	☐
Wheeler	☐			Waller	☐	Lavaca	☐	Duval	☐
Yoakum	☐	**REGION 4**		Wharton	☐	Maverick	☐	Hidalgo	☐
		Anderson	☐			Medina	☐	Jim Hogg	☐
REGION 2		Bowie	☐	**REGION 7**		Real	☐	Jim Wells	☐
Archer	☐	Camp	☐	Bastrop	☐	Uvalde	☐	Kenedy	☐
Baylor	☐	Cass	☐	Bell	☐	Val Verde	☐	Kleberg	☐
Brown	☐	Cherokee	☐	Blanco	☐	Victoria	☐	Live Oak	☐
Callahan	☐	Delta	☐	Bosque	☐	Wilson	☐	McMullen	☐
Clay	☐	Franklin	☐	Brazos	☐	Zavala	☐	Nueces	☐
Coleman	☐	Gregg	☐	Burleson	☐			Refugio	☐
Comanche	☐	Harrison	☐	Burnet	☐	**REGION 9**		San Patricio	☐
Cottle	☐	Henderson	☐	Caldwell	☐	Andrews	☐	Starr	☐

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT I

RFA HHS0015451
Form D

Eastland	☐	Hopkins	☐	Coryell	☐	Borden	☐	Webb	☒
Fisher	☐	Lamar	☐	Falls	☐	Coke	☐	Willacy	☐
Foard	☐	Marion	☐	Fayette	☐	Concho	☐	Zapata	☐

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

FORM E, SUBCONTRACTING INFORMATION

Legal Business Name of Applicant: **City of Laredo**

The Applicant shall complete the Subcontracting Information Form listing each subcontractor that the Applicant plans to engage to provide direct services to Healthy Texas Women Cost Reimbursement (HTW-CR) Clients. Additional tables can be submitted separately.
A Subcontractor is an entity that does all or part of the work required in the Grant Agreement between System Agency and the Grantee. The Grantee shall reimburse the subcontractor for services provided at an agreed-upon rate. The Grantee is responsible for oversight of the subcontractor to ensure that applicable policies and procedures are current and that services are being delivered to the target population(s) in accordance with the System Agency Grant Agreement.

☐	**YES** - Our organization is proposing to subcontract HTW-CR direct services. All subcontractors that will be providing direct services are noted in the table(s) below.
☒	**NO** - This form is not applicable because our organization is not proposing to subcontract HTW-CR direct services.

If "Yes," please continue with the instructions below. If "No," the form is completed.

Complete the tables below for all organizations subcontracted to provide HTW-CR direct services, one table per subcontractor. Mark "n/a" for any item not applicable; no fields should be left blank. If additional tables are needed, the Applicant shall provide as a separate document with additional subcontractor information tables.

Subcontractor #1	
	HTW-CR Services and Supports
Subcontracted Program:	
Subcontracted Service(s) to specific subcontractor:	
Subcontractor Name:	
Subcontractor's Physical Address: *(include street, city, county, state, zip code)*	
Subcontractor's Mailing Address: *(include street, city, county, state, zip code)*	
Subcontractor's Primary Phone: *(include area code and extension, if applicable)*	
Subcontractor's Website:	

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Subcontractor #1	
Subcontractor's Primary Point of Contact and Title:	
Subcontractor's Primary Point of Contact Phone: *(include area code and extension, if applicable)*	
Subcontractor's Primary Point of Contact Email	
Subcontractor's Pharmacy License #	
Subcontractor's TPI #	
Subcontractor's NPI #	

Subcontractor #2	
	HTW-CR Services and Support
Subcontracted Program:	
Subcontracted Service(s) to specific subcontractor:	
Subcontractor Name:	
Subcontractor's Physical Address: *(include street, city, county, state, zip code)*	
Subcontractor's Mailing Address: *(include street, city, county, state, zip code)*	
Subcontractor's Primary Phone: *(include area code and extension, if applicable)*	
Subcontractor's Website:	
Subcontractor's Primary Point of Contact and Title:	
Subcontractor's Primary Point of Contact Phone: *(include area code and extension, if applicable)*	
Subcontractor's Primary Point of Contact Email	
Subcontractor's Pharmacy License #	

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Subcontractor #2	
Subcontractor's TPI #	
Subcontractor's NPI #	

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Exhibits to be Completed, Signed and Submitted with Application

City of Laredo

Healthy Texas Women Cost Reimbursement

RFA No. HHS0015451

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Solicitation Number HHS0015451

Exhibit A. HHS SOLICITATION AFFIRMATIONS

In this document, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to any contract resulting from the Solicitation. In this document, the terms Respondent, Contractor, Applicant, and Vendor, when referring to the following affirmations (whether framed as certifications, representations, warranties, or in other terms) refer to Respondent, and the affirmations apply to all Respondents regardless of their business form (e.g., individual, partnership, corporation). To the extent applicable for DFPS solicitations, the definition of System Agency includes DFPS.

Respondent must provide information, as applicable, and affirms, without exception, as follows:

1. Respondent represents and warrants that all certifications, representations, warranties, and other provisions in this Affirmations and Solicitation Acceptance apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Solicitation or any contract resulting from this Solicitation.

2. **Complete and Accurate Information.** Respondent represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Solicitation Response.

3. **Public Information Act.** Respondent understands that HHS 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 prepared and submitted in connection with this Solicitation or any resulting 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, Respondent 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.

4. **Contracting Information Requirements.** Respondent represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the contract and the Respondent agrees that the contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

5. **Confidential or Proprietary Information.** Respondent acknowledges its obligation to specifically identify information it contends to be confidential or proprietary and, if Respondent designated substantial portions of its Solicitation Response or its entire Solicitation Response as confidential or proprietary, the Solicitation Response is subject to being disqualified.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

6. **Binding Offer.** Respondent's Solicitation Response will remain a firm and binding offer for 240 days from the date the Solicitation Response is due.

7. **Assignment.** Respondent shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

8. **Terms and Conditions.** Respondent accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation. No exceptions, terms, or conditions will be considered if not advanced in the form and manner directed in the Solicitation. Respondent agrees that all exceptions to the Solicitation as well as terms and conditions advanced by Respondent that differ in any manner from HHS' terms and conditions are rejected unless expressly accepted by System Agency in writing in a fully executed contract.

9. **HHS Right to Use.** Respondent agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of Respondent's Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

10. **Release from Liability.** Respondent generally releases from liability and waives all claims against any party providing information about the Respondent at the request of HHS.

11. **Addenda and Amendments to Solicitation.** Respondent acknowledges all addenda and amendments to the Solicitation.

12. **Texas Bidder.** Respondent certifies that if a Texas address is shown as the address of Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

13. **Preferences.** Respondent represents and warrants that it qualifies for all preferences claimed under 34 Texas Administrative Code, Section 20.306 or Chapter 2155, Subchapter H of the Texas Government Code as indicated below (check applicable boxes):

- ☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- ☐ Agricultural products grown in Texas
- ☐ Agricultural products offered by a Texas bidder
- ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- ☐ Texas Vegetation Native to the Region
- ☐ USA-produced supplies, materials or equipment
- ☐ Products of persons with intellectual or physical disabilities

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards
- ☐ Recycled or reused computer equipment of other manufacturers
- ☐ Foods of higher nutritional value
- ☐ Commercial production company or advertising agency located in Texas

14. **Dealings with Public Servants.** Respondent has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Solicitation Response, this Solicitation, or any contract resulting from this Solicitation.

15. **Financial Participation Prohibited.** Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

16. **Prior Disaster Relief Contract Violation.** Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

17. **Child Support Obligation.** Under Section 231.006(d) of the Texas Family Code regarding child support, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Repondent may be liable for additional costs and damages set out in 231.006(f). Furthermore, any Respondent subject to Section 231.006 of the Texas Family Code must include in the Response the names and social security numbers (SSNs) of each person with at least 25% ownership of the business entity submitting the Response:

Name:	N/A	SSN:	
Name:		SSN:	
Name:		SSN:	
Name:		SSN:	

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of requested SSNs is required under Section 231.006(c) and

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Section 231.302(c)(2), Texas Family Code. The SSNs will be used to identify persons that may owe child support. The SSNs will be kept confidential to the fullest extent permitted by law.

If submitted by email, Responses containing SSNs must be encrypted. Failure by a Respondent to provide or encrypt the SSNs as required may result in disqualification of the Respondent's Response.

18. **Suspension and Debarment.** Respondent 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. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Respondent's subcontracts, if any, if payment in whole or in part is from federal funds.

19. **Excluded Parties.** Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order 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.

20. **Foreign Terrorist Organizations.** Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

21. **Executive Head of a State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of the contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

22. **Human Trafficking Prohibition.** Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

23. **Franchise Tax Status.** Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

24. **Debts and Delinquencies.** Respondent agrees that any payments due under any contract resulting from this Solicitation shall be applied towards any debt or delinquency that is owed to the State of Texas.

25. **Lobbying Prohibition.** Respondent represents and warrants that payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

26. **Buy Texas.** Respondent agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

27. **Disaster Recovery Plan.** Respondent agrees that upon request of HHS, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.

28. **Computer Equipment Recycling Program.** If Respondent is submitting a Response for the purchase or lease of computer equipment, then Respondent certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

29. **Television Equipment Recycling Program.** If Respondent is submitting a Response for the purchase or lease of covered television equipment, then Respondent certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

30. **Cybersecurity Training.** Respondent represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

31. **Restricted Employment for Certain State Personnel.** Respondent acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Respondent may not accept employment from Respondent before the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn.

32. **No Conflicts of Interest.** Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Solicitation and any resulting contract and that Respondent's provision of the requested goods and/or services under this Solicitation and any resulting contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

33. **Fraud, Waste, and Abuse.** Respondent understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to the Health and Human Services Commission's Office of Inspector General. Respondent agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

34. **Antitrust.** The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Response, neither I nor any representative of the Respondent has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Response, neither I nor any representative of the Respondent has violated any federal antitrust law; and (c) neither I nor any representative of the Respondent has directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.

35. **Legal and Regulatory Actions.** Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Respondent or any of the individuals or entities included in numbered paragraph 1 of this Affirmations and Solicitation Acceptance within the five (5) calendar years immediately preceding the submission of this Solicitation response that would or could impair Respondent's performance under any contract resulting from this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into a contract. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment to this Solicitation Affirmations document a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Respondent's performance under a contract awarded as a result of this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into a contract. Respondent must identify here how many pages, if any, are attached: 0. Respondent acknowledges this is a continuing disclosure requirement. In addition, Respondent represents and warrants that, if awarded a contract as a result of this Solicitation, Respondent shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

36. **E-Verify.** Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

A. all persons employed by Respondent to perform duties within Texas; and
B. all persons, including subcontractors, assigned by Respondent to perform work pursuant to the contract within the United States of America.

37. **Former Agency Employees – Certain Contracts.** If this Solicitation is for an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, Respondent represents and warrants that neither Respondent nor any of Respondent's employees including, but not limited to, those authorized to provide services under the contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the contract.

38. **Disclosure of Prior State Employment – Consulting Services.** If this Solicitation is for consulting services.

A. In accordance with Section 2254.033 of the Texas Government Code, a Respondent offering to provide consulting services in response to this solicitation who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Respondent's Solicitation Response must disclose the following information in its Solicitation Response and hereby certifies that this information is true, correct, and complete:

(1) Name of individual(s) (Respondent or employee(s)):

N/A

_____

(2) Status (check one): ☐ Respondent ☐ Employee

(3) The nature of the previous employment with System Agency or the other State of Texas agency:

_____

(4) The date the employment was terminated and the reason for the termination:

_____

(5) The annual rate of compensation for the employment at the time of its termination: _____

If more than one individual is identified in A(1) above, Respondent must provide responses to A(2)-(5) as to each identified individual. To satisfy this requirement, Respondent must attach a separate page or pages, as necessary, and include the information required in Section A, including subsections (1)-(5). Respondent must identify here how many pages, if any, are attached: ____. Respondent acknowledges, agrees, and certifies that all information provided is true, correct, and complete on this and all attached pages.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

B. If no information is provided in response to Section A above, Respondent certifies that neither Respondent nor any individual employed by Respondent was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Respondent's Solicitation Response.

39. **Entities that Boycott Israel.** Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (1) it meets an exemption criteria under Section 2271.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this Solicitation. If Respondent refuses to make that certification, Respondent shall state here any facts that make it exempt from the boycott certification:

N/A

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40. **Abortion Funding Limitation.** Respondent understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act: (1) performs an abortion procedure that is not reimbursable under the state's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Respondent represents and warrants that it is not ineligible, nor will it be ineligible during the term of the contract resulting from this Solicitation, to receive appropriated funding pursuant to Article IX.

41. **Funding Eligibility.** Respondent understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, System Agency cannot contract with an abortion provider or an affiliate of an abortion provider. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code. If Respondent refuses to make that certification, Respondent shall state here any facts that make it exempt from the certification:

N/A

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42. **Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.** Respondent understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Respondent also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

43. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216).** Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract or funding pursuant to 2 CFR 200.216.

44. **COVID-19 Vaccine Passports.** Pursuant to Texas Health and Safety Code, Section 161.0085(c), Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.

45. **COVID-19 Vaccinations.** Respondent understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to DSHS may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Respondent represents and warrants that it is not ineligible, nor will it be ineligible during the term of the contract resulting from this Solicitation, to receive appropriated funding pursuant to Article II.

46. **Entities that Boycott Energy Companies.** In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., if Respondent is required to make a verification pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must state here why the verification is not required:

N/A

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

47. **Entities that Discriminate Against Firearm and Ammunition Industries.** In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., if Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must state here why the verification is not required:

N/A

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48. **Security Controls for State Agency Data.** In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Respondent understands, acknowledges, and agrees that if awarded a contract pursuant to this Solicitation and under which Respondent will be authorized to access, transmit, use, or store data for System Agency, Respondent is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the contract based on the sensitivity of System Agency's data and that Respondent must periodically provide to System Agency evidence that Respondent meets the security controls required under the contract.

49. **Cloud Computing State Risk and Authorization Management Program (TX-RAMP).** In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Respondent acknowledges and agrees that, if providing cloud computing services for System Agency, Respondent must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with a vendor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless the vendor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Respondent certifies it will maintain program compliance and certification throughout the term of the Contract.

50. **Foreign-Owned Companies in Connection with Critical Infrastructure.** If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to a contract resulting from this Solicitation, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

51. **Critical Infrastructure Subcontracts.** For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Respondent shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Respondent will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

52. **Enforcement of Certain Federal Firearms Laws Prohibited.** In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Respondent, Respondent certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

53. **Prohibition on Abortions.** Respondent understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Respondent represents and warrants that it is not ineligible, nor will it be ineligible during the term of the contract resulting from this Solicitation, to receive appropriated funding pursuant to Article II.

54. Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Respondent certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:

    a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or

    b. Listed in Section 1260H of the 2021 NDAA; or

    c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or

    d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

55. **Public Information Act Copy.** Respondent understands, acknowledges, and agrees, that solicitation responses and contracts are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

request or through posting on the System Agency's website, the LBB's website, or as otherwise required by law. Respondent certifies that it:

☐ asserts that information provided in its response is exempt from disclosure under the PIA, and Respondent, therefore, has submitted a "Public Information Act Copy" as required under the solicitation; or

☑ asserts that there is no information provided in its response that is exempt from disclosure under the PIA, and Respondent, therefore, has not submitted a "Public Information Act Copy."

56. **No Felony Criminal Convictions.** Respondent represents that neither Respondent nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Respondent has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

57. **Unfair Business Practices.** Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Respondent has not been found to be liable for such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

58. **False Representation.** Respondent understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Respondent is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of any contract resulting from this Solicitation.

59. **Permits and Licenses.** Respondent represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to any contract resulting from this Solicitation.

60. **False Statements.** Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

61. **Signature Authority.** By submitting this Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

Signature Page Follows

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Authorized representative on behalf of Respondent must complete and sign the following:

City of Laredo

Legal Name of Respondent

City of Laredo Public Health Department

Assumed Business Name of Respondent, if applicable (d/b/a or 'doing business as')

N/A

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

Signature of Authorized Representative	Date Signed
Joseph W. Neeb	City Manager
Printed Name of Authorized Representative First, Middle Name or Initial, and Last Name	Title of Authorized Representative
1110 Houston St.	Laredo, TX 78040-8019
Physical Street Address	City, State, Zip Code
P.O. Box 579	Laredo, TX 78040-8019
Mailing Address, if different	City, State, Zip Code
(956) 791-7302	(956) 791-7498
Phone Number	Fax Number
jneeb@ci.laredo.tx.us	618150460
Email Address	DUNS Number
74-6001573	174-60015732
Federal Employer Identification Number	Texas Identification Number (TIN)
N/A	N/A
Texas Franchise Tax Number	Texas Secretary of State Filing Number
HWX7C56NNUV1	
SAM.gov Unique Entity Identifier (UEI)	

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT I

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR

This Data Use Agreement ("DUA") is effective as of the date of the Base Contract into which it is incorporated ("Effective Date"), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services ("HHS") and Contractor (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor's rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS's remedies in the event of Contractor's noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as "business associate" is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

"**Authorized Purpose**" means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"**Authorized User**" means a person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"**Breach**" means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

"**Confidential Information**" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99

(2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;

(3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;

(4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;

(5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;

(6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"**Destroy**", "**Destruction**", for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST' Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

"**Discover, Discovery**" means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

"Legally Authorized Representative" of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

"Required by Law" means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

"Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

"Workforce" means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

(1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

(1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

impermissible by law. Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi. The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information *at rest* requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PII;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code Chapter 521
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

(a) Disclosure is Required by Law;

(b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:

1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;

2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and

3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

(C) **With respect to ALL Confidential Information, Contractor shall NOT:**

(1) Attempt to re-identify or further identify Confidential Information that has been deidentified or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.

(2) Engage in prohibited marketing or sale of Confidential Information.

(3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information *obtained from a federal system of records*, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, *or in a timeframe otherwise approved by HHS in writing*. Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor:

a. The date the Breach occurred:

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

b. The date of Contractor's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of Contractor's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method;

g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;

i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;

k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;

l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

(A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

(C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.

(D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

(A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.

(C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

(D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 5.03 HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 Indemnification

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers,

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) As a governmental entity, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will either require that the policy name HHS as an additional insured or assign any payments from the insurer related to CONTRACTOR's liability arising under this DUA directly to HHS. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT I. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with _____ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR		SUBCONTRACTOR	
BY:		BY:	_____
NAME:	Richard Chamberlain, DrPH, MPH	NAME:	N/A
TITLE:	Public Health Director	TITLE:	_____
DATE	February 25, 2025	DATE:	_____

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Attachment 2-
Security and Privacy Initial Inquiry
[Attach Completed SPI Here]

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT I

TEXAS Health and Human Services

Texas HHS System - Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INQUIRY (SPI)

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? **IF NO, STOP. THE SPI FORM IS NOT REQUIRED.**	(●) Yes ( ) No
2. Entity or Applicant/Bidder Legal Name	Legal Name: City of Laredo Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): 1573 Procurement/Contract#: Address: 2600 Cedar Ave. City: Laredo State: TX ZIP: 78040 Telephone #: (956) 795-4918 Email Address: jneeb@ci.laredo.tx.us
3. Number of Employees, at all locations, in Applicant/Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 7
4. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0
5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	**A. Security Official:** Legal Name: Joe Rivera Address: 1102 Bob Bullock Loop City: Laredp State: TX ZIP: 78043 Telephone #: (956) 727-6524 Email Address: jcrivera@ci.laredo.tx.us
	B. Privacy Official: Legal Name: Luis T. Cerda Address: 2600 Cedar Ave. City: Laredo State: TX ZIP: 78040 Telephone #: (956) 727-6977 Email Address: lcerda@ci.laredo.tx.us

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

6. **Type(s) of Texas HHS Confidential Information the Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply)** • *Health Insurance Portability and Accountability Act (HIPAA) data* • *Criminal Justice Information Services (CJIS) data* • *Internal Revenue Service Federal Tax Information (IRS FTI) data* • *Centers for Medicare & Medicaid Services (CMS)* • *Social Security Administration (SSA)* • *Personally Identifiable Information (PII)*	HIPAA ☑	CJIS ☐	IRS FTI ☐	CMS ☑	SSA ☑	PII ☑
	Other (Please List)					

7. **Number of Storage Devices for Texas HHS Confidential Information (as defined in the Texas HHS System Data Use Agreement (DUA))** Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 8
a. **Devices.** Number of personal user computers, devices or drives, including mobile devices and mobile drives.	7
b. **Servers.** Number of Servers that are not in a data center or using Cloud Services.	0
c. **Cloud Services.** Number of Cloud Services in use.	0
d. **Data Centers.** Number of Data Centers in use.	1

8. **Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year:**	Select Option (a-d)
a. 499 individuals or less	○ a.
b. 500 to 999 individuals	○ b.
c. 1,000 to 99,999 individuals	◉ c.
d. 100,000 individuals or more	○ d.

9. **HIPAA Business Associate Agreement**	
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered Texas HHS agency for a HIPAA-covered function?	◉ Yes ○ No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "N/A" if not applicable, such as for agencies not covered by HIPAA.)	◉ Yes ○ No ○ N/A
Action Plan for Compliance with a Timeline:	Compliance Date:

10. **Subcontractors.** If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "N/A" for both 'a.' and 'b.'	
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	◉ Yes ○ No ○ N/A
Action Plan for Compliance with a Timeline:	Compliance Date:

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

b. Will Applicant/Bidder agree to require subcontractors who will access Confidential Information to comply with the terms of the DUA, not disclose any Confidential Information to them until they have agreed in writing to the same safeguards and to discontinue their access to the Confidential Information if they fail to comply?	◉ Yes ○ No ○ N/A
Action Plan for Compliance with a Timeline:	Compliance Date:
11. Does Applicant/Bidder have any **Optional Insurance** currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	◉ Yes ○ No ○ N/A

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)	
For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.	
1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	**Yes or No**
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information on behalf of a Texas HHS agency?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of Texas HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of Texas HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the Texas HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose Texas HHS Confidential Information has been breached, as directed by the Texas HHS agency?	◉ Yes ○ No

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Action Plan for Compliance with a Timeline:	Compliance Date:
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Texas HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by a Texas HHS agency?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Texas HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of Texas HHS Confidential Information within 60 days of identification of a need for update?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified Texas HHS Confidential Information, or attempt to contact any individuals whose records are contained in the Texas HHS Confidential Information, except for an Authorized Purpose, without express written authorization from a Texas HHS agency or as expressly permitted by the Base Contract?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
k. If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit Texas HHS Confidential Information outside of the United States, will Applicant/Bidder obtain the express prior written permission from the Texas HHS agency and comply with the Texas HHS agency conditions for safeguarding offshore Texas HHS Confidential Information?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with Texas HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of Texas HHS pursuant to the DUA, or to publish Texas HHS Confidential Information without express prior approval of the Texas HHS agency?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Texas HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Texas HHS Confidential Information, (2) a requirement to complete training before access is given to Texas HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	◉ Yes ○ No

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Action Plan for Compliance with a Timeline:	Compliance Date:
3. Does Applicant/Bidder have Privacy Safeguards to protect Texas HHS Confidential Information in oral, paper and/or electronic form? "Privacy Safeguards" means protection of Texas HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Texas HHS Confidential Information, whether oral, written or electronic?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Texas HHS Confidential Information from the list of Authorized Users?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)	
This section is about your electronic system. If your business DOES NOT store, access, or transmit Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.	**No Electronic Systems** ☐
For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related items is 30 calendar days, PII-related items is 90 calendar days.	
1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information are maintained **IN** the United States (no offshoring) unless **ALL** of the following requirements are met? **a.** The data is encrypted with FIPS 140-2 validated encryption **b.** The offshore provider does not have access to the encryption keys **c.** The Applicant/Bidder maintains the encryption key within the United States **d.** The Application/Bidder has obtained the express prior written permission of the Texas HHS agency *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
3. Does Applicant/Bidder monitor and manage access to Texas HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access Texas HHS Confidential Information, and access is limited to Authorized Users)?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store Texas HHS Confidential Information. **If yes, upon request must provide evidence such as a screen shot or a system report.**	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information have a unique user name (account) and private password?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store Texas HHS Confidential Information?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing Texas HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access Texas HHS Confidential Information, and remote access is limited to Authorized Users). *Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.* *For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips*	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store Texas HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

10. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information that is *transmitted* over a public network (e.g., the Internet, WiFi, etc.)? **If yes, upon request must provide evidence such as a screen shot or a system report.** *Encryption is required for all HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.* *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
11. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information *stored* on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)? **If yes, upon request must provide evidence such as a screen shot or a system report.** *Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.* *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Texas HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information with a subcontractor (e.g., cloud services, social media, etc.) unless Texas HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
17. Does the Applicant/Bidder review system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for Texas HHS Confidential Information ensure that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
19. Does the Applicant/Bidder ensure that all public facing websites and mobile applications containing Texas HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516; including requirements for implementing vulnerability and penetration testing and addressing identified vulnerabilities? *For more information regarding TGC, Section 2054.516 DATA SECURITY PLAN FOR ONLINE AND MOBILE APPLICATIONS, please refer to:* https://legiscan.com/TX/text/HB8/2017	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

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SECTION D: SIGNATURE AND SUBMISSION (to be completed by Applicant/Bidder)

Please sign the form digitally, if possible. If you can't, provide a handwritten signature.

1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify Texas HHS of this immediately.

2. Signature	**3.** Title	**4.** Date:
	Public Health Director	

To submit the completed, signed form:

- Email the form as an attachment to the appropriate Texas HHS Contract Manager(s).

Section E: To Be Completed by Texas HHS Agency Staff:

Agency(s): HHSC: ☐ DFPS: ☐ DSHS: ☐	Requesting Department(s):
Legal Entity Tax Identification Number (TIN) (Last four Only):	PO/Contract(s) #:

Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:
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INSTRUCTIONS FOR COMPLETING THE SECURITY AND PRIVACY INQUIRY (SPI)

Below are instructions for Applicants, Bidders and Contractors for Texas Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction item numbers below correspond to sections on the SPI form.

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A. APPLICANT /BIDDER INFORMATION

Item #1. *Only contractors that access, transmit, store, and/or maintain Texas HHS Confidential Information will complete and email this form as an attachment to the appropriate Texas HHS Contract Manager.*

Item #2. Entity or Applicant/Bidder Legal Name. *Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed named "dba"), the legal tax identification number (last four numbers only) of the entity or applicant/bidder, the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.*

Item #3. Number of Employees, at all locations, in Applicant/Bidder's workforce. *Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."*

Item #4. Number of Subcontractors. *Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.*

Item #5. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year. *Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Texas HHS Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.*

Item #5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder. *As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In 4.A. provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of Texas HHS Confidential Information and be willing to be the point of contact for privacy and security questions.*

Item #6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder Will Create, Receive, Maintain, Use, Disclose or Have Access to: *Provide a complete listing of all Texas HHS Confidential Information that the Contractor will create, receive, maintain, use, disclose or have access to. The DUA section Article 2, Definitions, defines Texas HHS Confidential Information as:*

> *"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of Texas HHS that consists of or includes any or all of the following:*
>
> *(1) Client Information;*
> *(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;*
> *(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;*

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(4) Federal Tax Information;
(5) Personally Identifiable Information;
(6) Social Security Administration Data, including, without limitation, Medicaid information;
(7) All privileged work product;
(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

Definitions for the following types of confidential information can be found the following sites:

- *Health Insurance Portability and Accountability Act (HIPAA) - http://www.hhs.gov/hipaa/index.html*
- *Criminal Justice Information Services (CJIS) - https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center*
- *Internal Revenue Service Federal Tax Information (IRS FTI) - https://www.irs.gov/pub/irs-pdf/p1075.pdf*
- *Centers for Medicare & Medicaid Services (CMS) - https://www.cms.gov/Regulations-and-Guidance/Regulations-and-Guidance.html*
- *Social Security Administration (SSA) - https://www.ssa.gov/regulations/*
- *Personally Identifiable Information (PII) - http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf*

Item #7. Number of Storage devices for Texas HHS Confidential Information. *The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.*

- ***Item 7a. Devices.*** *Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store Texas HHS Confidential Information.*
- ***Item 7b. Servers.*** *Provide the number of servers not housed in a data center or "in the cloud," on which Texas HHS Confidential Information is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).*
- ***Item 7c. Cloud Services.*** *Provide the number of cloud services to which Texas HHS Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero.)*
- ***Item 7d. Data Centers.*** *Provide the number of data centers in which you store Texas HHS Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).*

Item #8. Number of unduplicated individuals for whom the Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year. *Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.*

Item #9. HIPAA Business Associate Agreement.

- ***Item #9a.*** *Answer "Yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Services, the Department of Disability and Aging Services, or the Health and Human Services Commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no." If "no," a compliance plan is not required.*
- ***Item #9b.*** *Answer "Yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "N/A."*

Item #10. Subcontractors. *If your business responded "0" to question 4 (number of subcontractors), Answer "N/A" to items 10a and 10b to indicate not applicable.*

- ***Item #10a.*** *Answer "Yes" if your business requires that all subcontractors sign Attachment 1 of the DUA.*
- ***Item #10b.*** *Answer "Yes" if your business obtains Texas HHS approval before permitting subcontractors to handle Texas HHS Confidential Information on your business's behalf.*

Item #11. Optional Insurance. *Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any*

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other situations listed in this question. If you are not required to have this optional coverage, answer "N/A" A compliance plan is not required.

SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT

Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard Texas HHS Confidential Information and respond in the event of a Breach of Texas HHS Confidential Information. To ensure that your business is prepared, all of the items below must be addressed in your written Privacy and Security policies and procedures.

Item #1. Answer "Yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use Texas HHS Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the Texas HHS Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the Texas HHS agency.
- **Item #1b.** Answer "Yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of Texas HHS Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.
- **Item #1c.** Answer "Yes" if your business has written policies and procedures that limit the Texas HHS Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., if a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, Texas HHS Confidential Information that is not required for performance of the services.
- **Item #1d.** Answer "Yes" if your business has written policies and procedures that explain how your business would respond to an actual or suspected breach of Texas HHS Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."
  - **Item #1di.** Answer "Yes" if your business has written policies and procedures that require your business to immediately notify Texas HHS, the Texas HHS Agency, regulatory authorities, or other required Individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.
    Refer to Article 4, Section 4.01:

    ***Initial Notice of Breach** must be provided in accordance with Texas HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:*
    - *within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information*
    - *within 24 hours of all other types of Texas HHS Confidential Information **48-hour Formal Notice** must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.01 (C) 2. of the DUA.*
  - **Item #1dii.** Answer "Yes" if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.
  - **Item #1diii.** Answer "Yes" if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose Texas HHS Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.
- **Item #1e.** Answer "Yes" if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any Event or Breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

- **Item #1f.** Answer "Yes" if your business has written policies and procedures requiring you to allow individuals (clients/consumers) to access their individual record of Texas HHS Confidential Information, and allow them to amend or correct that information, if applicable.
- **Item #1g.** Answer "Yes" if your business has written policies and procedures restricting access to Texas HHS Confidential Information to only persons who have been authorized and trained on how to handle Texas HHS Confidential Information
- **Item #1h.** Answer "Yes" if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed Texas HHS Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individuals. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.
- **Item #1i.** Answer "Yes" if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose Texas HHS Confidential Information.
- **Item #1j.** Answer "Yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have Texas HHS Confidential Information except to perform obligations under the contract, or with written permission from Texas HHS.
- **Item #1k.** Answer "Yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting Texas HHS Confidential Information outside of the United States.
- **Item #1l.** Answer "Yes" if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.
- **Item #1m.** Answer "Yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information. Policies and procedures should comply with Texas HHS requirements for retention of records and methods of disposal.
- **Item #1n.** Answer "Yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of Texas HHS pursuant to the DUA, or other Texas HHS Confidential Information, without express prior written approval of the HHS agency.

Item #2. Answer "Yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under you direct supervision.

Item #3. Answer "Yes" if your business has privacy safeguards to protect Texas HHS Confidential Information as described in the SPI.

Item #4. Answer "Yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access Texas HHS Confidential Information. If you are the only person with access to Texas HHS Confidential Information, please answer "yes."

Item #5. Answer "Yes" if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle Texas HHS Confidential Information. If you are the only one with access to Texas HHS Confidential Information, please answer "Yes."

SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT

This section is about your electronic systems. If you DO NOT store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "Yes" for all questions in this section.

Item #1. Answer "Yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not off-shore their data.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Item #2. Answer "Yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.

Item #3. Answer "Yes" if your business monitors and manages access to Texas HHS Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to Texas HHS Confidential Information, etc.). If you are the only employee, answer "Yes" if you have implemented a process to periodically evaluate the need for accessing Texas HHS Confidential Information to fulfill your Authorized Purposes.

Item #4. Answer "Yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store Texas HHS Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:
https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/password-policy

Item #5. Answer "Yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information.

Item #6. Answer "Yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store Texas HHS Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:
https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/account-lockout-policy

Item #7. Answer "Yes" if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access Texas HHS Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "Yes."

Item #8. Answer "Yes" if your business updates the computer security settings for all your computers and electronic systems that access or store Texas HHS Confidential Information to prevent hacking or breaches [e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system]. For example, Microsoft's Windows security checklist:
https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/how-to-configure-security-policy-settings

Item #9. Answer "Yes" if your business secures physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "Yes."

Item #10. Answer "Yes" if your business uses encryption products to protect Texas HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) For more information regarding FIPS 140-2 encryption products, please refer to: *http://csrc.nist.gov/publications/fips*).

Item #11. Answer "Yes" if your business stores Texas HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data). For more information regarding FIPS 140-2 validated encryption products, please refer to: *http://csrc.nist.gov/publications/fips*). If you do not utilize end-user electronic devices for storing Texas HHS Confidential Information, answer "Yes."

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Item #12. Answer "Yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting Texas HHS Confidential Information and associated systems containing Texas HHS Confidential Information before they can obtain access. If you are the only employee answer "Yes" if you have signed or are willing to sign the DUA acknowledging your adherence to requirements and responsibilities.

Item #13. Answer "Yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access Texas HHS Confidential Information. If you are the only employee, answer "Yes" if you are willing to submit to a background check.

Item #14. Answer "Yes" if your business prohibits the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information on Cloud Services or social media sites if you use such services or sites, and there is a Texas HHS approved subcontractor agreement that includes compliance and liability clauses with the same requirements as the Applicant/Bidder. If you do not utilize Cloud Services or media sites for storing Texas HHS Confidential Information, answer "Yes."

Item #15. Answer "Yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:
https://portal.msrc.microsoft.com/en-us/

Item #16. Answer "Yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:
https://docs.microsoft.com/en-us/windows/security/threat-protection/

Item #17. Answer "Yes" if your business reviews system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:
https://docs.microsoft.com/en-us/windows/security/threat-protection/auditing/basic-security-audit-policies

Item #18. Answer "Yes" if your business disposal processes for Texas HHS Confidential Information ensures that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. Please see NIST SP 800-88 R1, *Guidelines for Media Sanitization* and the applicable laws and regulations for the information type for further guidance.

Item #19. Answer "Yes" if your business ensures that all public facing websites and mobile applications containing HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516

SECTION D. SIGNATURE AND SUBMISSION

Click on the signature area to digitally sign the document. Email the form as an attachment to the appropriate Texas HHS Contract Manager.

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EXHIBIT F: EXCEPTIONS

NOTE TO RESPONDENTS: COMPLETION OF THIS EXHIBIT IS NOT REQUIRED IF THERE ARE NO EXCEPTIONS. SEE HHS0015451 SECTION 7.7.

No exception—nor any term, condition, or provision in a Solicitation Response that differs, varies from, or contradicts this Solicitation—will be considered to be a part of any contract resulting from this Solicitation unless expressly made a part of the contract in writing by the System Agency.

Solicitation Document	Solicitation Document Section Number	Solicitation Language to which Exception is Taken	Basis of Exception	Respondent's Proposed Language	Still Want to be Considered for Contract Award if Exception Denied? (State "Yes" or "No")
Not Applicable					

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ATTACHMENT I

FY 2026 Healthy Texas Women Cost Reimbursement Program **Exhibit H: BUDGET SUMMARY** ***Initial Date*** 9/1/2025

RFA# HHS0015451 ***Revised***

Legal Name of Respondent	**City of Laredo**

	Budget Categories	**Total Healthy Texas Women Cost Reimbursement Categorical Budget Award**
A.	Personnel	$ 105,797.00
B.	Fringe	$ 50,395.34
C.	Travel	$ 757.00
D.	Equipment	$ -
E.	Supplies	$ 72,575.00
F.	Contractual	$ 12,000.00
G.	Other	$ 48,960.00
H.	Total Direct Costs	$ 290,484.00
I.	Indirect Costs	$ 37,637.00
J.	**Total**	**$ 328,121.00**

Patient Navigator(Optional)

K.	Personnel	$ 62,814.00
L.	Fringe	$ 35,067.00
M.	Total	**$ 97,881.00**
	Total HTW Categorical Award	**$ 426,002.00**

NOTE: The "Total Healthy Texas Women Cost Reimbursement" categories amount will populate automatically from the corresponding budget category tabs.

	Budget Category	**Distribution Total**	**Budget Total**	**Budget Category**	**Distribution Total**	**Budget Total**
Check Totals For:	**Personnel**	$ 168,611.00	$ 168,611.00	**Equipment**	$ -	$ -
	Travel	$ 757.00	$ 757.00	**Contractual**	$ 12,000.00	$ 12,000.00
	Supplies	$ 72,575.00	$ 72,575.00	**Indirect Costs**	$ 37,637.00	$ 37,637.00
	Other	$ 48,960.00	$ 48,960.00	**Fringe**	$ 85,462.34	$ 85,462.34

TOTAL FOR:	**Distribution Totals**	**$ 426,002.00**	**Budget Grand Total**	**$ 426,002.00**

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ATTACHMENT I

HTW Patient Navigator (Optional)

Exhibit H-0:ESTIMATED Patient Navigator Personnel Budget Category Detail Form

Legal Name of Respondent City of Laredo

Personnel costs of salaries and wages paid to employees of the organization tasked to the HHS-funded project. The Personnel category includes the applicable portion of the gross salaries of employees who performs Patient Navigator activities. Salaries for direct services will not be reimbursed by cost reimbursement.

Functional Title/Employee ID	Vacant Y/N	Justification/Description	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Health Educator I, V. De La Rosa	N	To provide health education and navigation services for potential patients for HTW and FPP patients. Navigators are patient advocates who help our clients access resources and programs that better fit our client's needs.	1	N/A	$2,617.25	12	$ 31,407.00
Health Educator I, D. Martinez	N	To provide health education and navigation services for potential patients for HTW and FPP patients. Navigators are patient advocates who help our clients access resources and programs that better fit our client's needs.	1	N/A	$2,617.25	12	$ 31,407.00
							$ -
						Salary/Wage Total	$ 62,814.00

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ATTACHMENT I

Review/update the itemized elements of Fringe benefits in cells A23-A27. Enter the Rate % of each Fringe type in cells B23:B27; match G22. These rates will auto populate the total for each Fringe Type and Personnel-Functional Title/Employee.

Fringe Type	Rate %	Fringe Type Total
FICA	7.65%	$4,805.00
HEALTH INSURANCE	25.38%	$15,945.00
RETIREMENT	21.70%	$13,631.00
WORKER COMPENSATION & UNEMPLOYMENT INSURANCE	1.09%	$687.00
Other		$0.00
Totals	**55.83%**	**$35,068.00**

Total Fringe Benefit Rate %	55.83%
Fringe Benefits Total	$35,067

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ATTACHMENT I

Exhibit H-1:ESTIMATED Administrative Personnel Budget Category Detail Form

Legal Name of Respondent: City of Laredo

Personnel costs of salaries and wages paid to employees of the organization tasked to the HHS-funded project. The Personnel category includes the applicable portion of the gross salaries of employees who perform activities directly related to the contract's Statement of Work. Administrative services may include services performed by Eligibility Clerks, Accounting clerks. Patient coordinators, Clinic Directors and Outreach coordinators. Salaries for direct services will not be reimbursed by cost reimbursement.

Functional Title/Employee ID Example: Eligibility Clerk	Vacant Y/N	Justification/Description	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Senior Office Assistant, C. Soto		Prepares requisitions, purchase orders, program budget transfers as necessary, and maintains an efficient smooth budget, and logistics for the womens heatlh program. Ensures clinic staff never runs out of medical supplies, and that all equipment needing calibration is maintained current.	0.5	N/A	$2,840.33	12	$ 17,042.00
Public Health Technician, S. Veliz		Assures patient has access to all medical and support services. This includes enrolling patient in the ObamaCare, Medicaid, Medicare, SNAP, TANF, and other programs. She is also in charge of social assessments analysis, referrals and follow up, keeping track of our staff training requirements and maintaining our medical records requirements.	0.5	N/A	$3,660.58	12	$ 21,963.00
Health Educator I, R. Nochebuena		Provides education and assistance to clients looking women's health in our clinic. Collects patient data to determine eligibility for our program. Provides educational tools to HTW eligible clients.Provides support to our outreach team for events and enrollment.	1	N/A	$3,072.33	12	$ 36,868.00
Administrative Assistant, S. Caballero		To handle general office tasks and administrative duties, such as directing communications between colleagues and customers, organizing schedules and events, entering data, bookkeeping, maintaining office equipment, staff salary allocation reports, staff schedule, record keeping of contracts.	0.25	N/A	$3,457.33	12	$ 10,372.00

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

RN, Nurse Practitioner, P. Tijerina		The Nurse Practitioner performs various administrative tasks for HTW. Ordering medications and supplies, filing, and employee management. Maintains patient medical records. Develops and evaluates policies and procedures for the practice. Collaborates with other Health Care Professionals to coordinate patient care.Fulfills duties as part of our Provider committee and provides knowledge expertise for our standing delegating procedures. (March - August)	0.1	License	$9,028.25	12	$ 10,834.00
Medical Office Assistant II, E. Aguilar		Prepares medical records, follow up appointments, patient intakes and medical histories. Plans outreach events to increase patient load. Facilitates patient compliance by providing health education. This team is also in charge of restocking the medical rooms, ordering medical supplies, checking our equipment, keeping our working area clean and disinfect used medical equipment.	0.1	Certification	$3,806.20	12	$ 4,567.00
Medical Office Assistant II, I. Balderrama		Prepares medical records, follow up appointments, patient intakes and medical histories. Plans outreach events to increase patient load. Facilitates patient compliance by providing health education. This team is also in charge of restocking the medical rooms, ordering medical supplies, checking our equipment, keeping our working area clean and disinfect used medical equipment.	0.1	Certification	$3,459.16	12	$ 4,151.00
							$ -
						TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS	$0
						Salary/Wage Total	**$105,797**

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ATTACHMENT I

Review/update the itemized elements of Fringe benefits in cells A55-A59. Enter the Rate % of each Fringe type in cells B55:B59; match G54. These rates will auto populate the total for each Fringe Type and Personnel-Functional Title/Employee.

Fringe Type	Rate %	Fringe Type Total
FICA	7.65%	$8,093.00
HEALTH INSURANCE	17.13%	$18,120.00
RETIREMENT	21.70%	$22,958.00
WORKER COMPENSATION & UNEMPLOYMENT INSURANCE	1.16%	$1,224.00
Other		$0.00
Totals	**47.63%**	**$50,395.00**

Total Fringe Benefit Rate %	47.63%
Fringe Benefits Total	$50,395

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ATTACHMENT I

Exhibit H-2:ESTIMATED TRAVEL Budget Category Detail Form

Legal Name of Respondent: City of Laredo

Grantees should establish a travel policy to comply with the terms of the contract. Documentation must justify the travel expenses are necessary to the program, the costs are reasonable, and prior approval of HHS was obtained when required. Travel costs are the expenses for transportation, lodging, and related items incurred by employees who are in travel status on official business of the grantee.

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location City/State	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS				**Total**	$0

Total for Conference / Workshop Travel $0

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ATTACHMENT I

Other / Local Travel Costs					
Justification	**Number of Miles**	**Mileage Reimbursement Rate**	**Mileage Cost (a)**	**Other Costs (b)**	**Total (a) + (b)**
Local mileage reimbursement for Health Educator to travel within Webb County	1082	$0.700	$757		$757
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					$0

Total for Other / Local Travel $757

Other / Local Travel Costs: $757 **Conference / Workshop Travel Costs:** $0 **Total Travel Costs:** **$757**

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT I

Exhibit H-3: ESTIMATED EQUIPMENT AND CONTROLLED ASSETS Budget Category Detail Form

Legal Name of Respondent: City of Laredo

Itemize, describe, and justify below. Equipment is tangible nonexpendable personal property costing $5,000 or more and a useful life of more than one year. Approved equipment must be purchased within 90 days of contract start date.

Description of Item	Purpose & Justification	Date of Purchase (DD/MM/YYYY)	Number of Units	Cost Per Unit	Total
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS	$ -

Total Amount Requested for Equipment: **$0**

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT I

Exhibit H-4:ESTIMATED SUPPLIES Budget Category Detail Form

Legal Name of Respondent: City of Laredo

The Supplies Cost category is comprised of two components, consumable supplies and controlled assets. Itemize and describe each supply item and provide an estimated quantity and cost. Provide a justification for each supply item. Costs may be categorized by each general type - office, computer, medical, educational, etc. Supplies can be consumable - paper, drugs, etc., OR controlled assets costing $500 or more but less than $5,000 - computers, printers, phones, medical and lab equipment, etc. LARC devices such as IUDs and contraceptive implants may be purchased in bulk using cost reimbursement dollars and should be accounted for as distinct line items from other contraceptives and pharmaceutical supplies within the supplies section of a contractor's budget. LARC intra-uterine devices (IUDs) and implants may be combined or distinct line items.

Description of Item	Purpose & Justification	Cost Per Unit	Quantity	Total Cost
Office supplies ($1,700/month x 12 months)	To purchase consumable office supplies for daily operations such as copy paper, toners, labels, pens, highlighers, batteries,	$ 1,700.00	12	$ 20,400.00
Medical supplies ($1,800/month x 12 months)	To purchase general medical supplies such as alcohol pads, gauzes, band aids, non-sterile gloves, masks, and other	$ 1,800.00	12	$ 21,600.00
Janitorial supplies ($1,000/month x 12 months)	To purchase supplies such as disinfecting sprays, wipes, paper towels to maintain clinical and waiting area clean frequently.	$ 1,000.00	12	$ 12,000.00
Diagnostic station ($2,800/each x 4)	Diagnostic station provides reliable diagnostic data in the physical examination of patients.	$ 2,800.00	4	$ 11,200.00
Reusable Cuff set ($275/ each x 5)	To replace blood pressure cuff damage by wear and tear of daily usage.	$ 275.00	5	$ 1,375.00
		$ -		$ -
			Total	$ 66,575

LARC (Long-Acting Reversible Contraception)

Types (IUD, Implants)	**LARCS Description** Include details of LARC bulk supply. (Example: copper Paragard IUD, the hormonal (progesterone) Mirena IUD, Nexplanon)	Cost Per Unit	Quantity	Total Cost
Implants	Nexplanon	$ 300.00	10	$ 3,000.00
Copper intrauterine dispositive (IUD)	Paragard IUD	$ 300.00	10	$ 3,000.00
		$ -		$ -
			Total	$ 6,000.00
			TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	**$ -**

Total Amount Requested for Supplies: **$ 72,575.00**

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ATTACHMENT I

Exhibit H-5: ESTIMATED CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: City of Laredo

List contracts for medical services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form. Salaries for Direct Services will not be reimbursed by cost reimbursement.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Dr. Liz Millan	Medical Services	Prescriptive authority oversighting the women's nurse practitioners assessments and treatments.	month	12	$1,000.00	$ 12,000.00
					$0.00	$ -
					$0.00	$ -
					$0.00	$ -
					$0.00	$ -
					$0.00	$ -
					$0.00	$ -
					$0.00	$ -
					TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS	$ -

Total Amount Requested for CONTRACTUAL: **$12,000**

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ATTACHMENT I

Exhibit H-6: ESTIMATED OTHER Budget Category Detail Form

Legal Name of Respondent: City of Laredo

All other allowable direct costs not listed in any of the previous categories can be included in the Other cost budget category.

Description of Item	Purpose & Justification: Please include the required quantity and cost/quantity (i.e. # of units & cost per unit)	Cost per Unit	Quantity	Total Cost
I-Net ($2,250 X 12 months)	The I-Net Charges represent the estimated cost that will be charged by the City to the program for email, internet, mainframe and IT support services. The cost of the City of Laredo IT department is allocated to all departments, divisions and programs across the City based on users, licenses, and FTE's.	$ 2,250.00	12	$ 27,000.00
Communications (Landlines: $60/month X 12 months) (Cellphones & MIFI: $76/month X 12 months X 2 units)	To pay for the recurring cost of having landlines, cell phones for use when working offsite, and fax connectivity for our staff.	$ 330.00	12	$ 3,960.00
Printing ($500/month x 12 months)	To cover cost of printing educational materials such as program brochures and pamplets for the services rendered.	$ 500.00	12	$ 6,000.00
Media promotion ($1,000/month x 12 months)	To pay for media promotion of HTW and Family Planning programs through radio, television, billboards and social media.	$ 1,000.00	12	$ 12,000.00
		$ -		$ -
			TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	$ -

Total Amount Requested for Other:	**$48,960**

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ATTACHMENT I

Exhibit H - 7: ESTIMATED Indirect Costs

Legal Name of Respondent: **City of Laredo**

Total amount of indirect costs allocable to the project: **Amount:** **$37,637**

Part A Exhibit H- 7 Indirect Costs

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Attach the current ICR acknowledgement, ICR Agreement and/or ICR 15% De Minimis.)**	**RATE:** **BASE:**	0%
Applies only to governmental entities . The respondent's current central service cost rate **or** indirect cost rate based on a rate proposal prepared in accordance with OMB Circular 2 CFR 200.. **Attach a copy of the Certification of Indirect Costs.** **Note:** Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. HHSC). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department.	**RATE:** **TYPE:** **BASE:**	

Part B Exhibit H - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Form F

TEXAS Health and Human Services

Texas Health and Human Services System

Indirect Costs Rate (ICR) Questionnaire

Indirect Cost Rate Questionnaire

The Indirect Cost Rate Questionnaire (ICRQ) is required to initiate the indirect cost rate process. Organizations may choose to waive indirect costs, request the De Minimis, inform HHS of an existing Federal or State Negotiated Indirect Cost Rate, or negotiate an indirect cost rate directly with Texas HHS Federal Funds Indirect Cost Rate Group. All questions must be answered unless instructed to skip forward. This form and any requested attachments must be submitted through the Indirect Cost Rate Group Landing Page or with the Request For Application response. **Indirect Cost Rate Group Landing Page Link:** https://txhhs.my.salesforce-sites.com/GranteeLandingPage/COSTA_Grantee_Landing_Page

Section 1. Grantee Information	
Legal Name of Entity: City of Laredo	Organization Fiscal Year End Date: September 30
Texas Identification Number (TIN): 74001573	Unique Entity ID(assigned by sam.gov): HWX7C56NNUV1
Street Address : 1110 Houston St.	City, State,9-digit zip code: Laredo, TX 78040-8019
Primary Contact Name: Richard A. Chamberlain, DrPH, MPH	P. Contact Title: Public Health Director
Primary Contact Phone: 9567954918	P. Contact E-mail: rchamberla@ci.laredo.tx.us
Secondary Contact Name: Erika Martinez	S. Contact Title: Assistant Director of Operations
Secondary Contact Phone: 9567954922	S. Contact Email: emartinez8@ci.laredo.tx.us

Section 2. State of Texas Grant History	
1. Has the organization ever received a grant from a State of Texas agency **in the past**?	
☑ Yes Using the check boxes below, indicate whether the underlying funds were from a Federal entity, State entity, or both. ☐ Federal ☐ State ☑ Both	☐ No

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Form F

Section 3. Request *de minimis* Indirect Cost Rate	
If eligible, would the organization like to request the *de minimis* Indirect Cost Rate?	
☒ Yes	☐ No
Section 4. Request Reimbursement for Indirect Costs	
If eligible, does the organization wish to request reimbursement for indirect costs?	
☒ Yes	☐ No *The organization has indicated that indirect costs reimbursement from HHS is not applicable at this time for all HHS System Contracts. No further information is needed.* **Skip to Section 7. Signature**
Section 5. Federal ICR Information	
1. Does the organization have a **current** ICR approved by any federal cognizant agency or a federally approved cost allocation plan?	
☐ Yes Expiration Date: **Include the federal approval letter when submitting this form.** **Skip to Section 7. Signature**	☒ No

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Form F

Section 5. Federal ICR Information (cont.)	
2. Has the organization had an ICR approved by any federal cognizant agency or a federally approved cost allocation plan **in the past**?	
☐ Yes **Include the most recent expired federal approval letter when submitting this form.**	☒ No
3. Is the organization applying for a new federal indirect cost rate or seeking a new federally approved cost allocation plan?	
☐ Yes	☒ No

Proceed to Section 6: State ICR Information

Section 6. State of Texas ICR Information	
1. Does the organization have a **current** ICR approved by any State of Texas agency?	
☒ Yes Expiration Date: Indefinite **Include the State approval letter when submitting this form.** **Skip to Section 7. Signature**	☐ No

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Form F

Section 6. State ICR Information (cont.)	
2. Has the organization had an ICR approved by any State of Texas agency **in the past**?	
☐ Yes **Include the most recent expired State approval letter when submitting this form.**	☐ No
3. Is any State of Texas agency **currently** reimbursing the organization for indirect costs?	
☐ Yes List the most recent State of Texas agencies that are reimbursing your organization for indirect costs.	☐ No
4. Has any State of Texas agency reimbursed the organization for indirect costs on any grant award **in the past**?	
☐ Yes List the most recent State of Texas agencies that reimbursed your organization for indirect costs in the past.	☐ No
Section 7. Signature of Organization Representative	
Printed Name: Richard A. Chamberlain, DrPH, MPH, CPHA, CHW	Signature:
Title: Public Health Director	Date of Execution: 3/22/25

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

FORM G: INTERNAL CONTROLS QUESTIONNAIRE
FINANCIAL MANAGEMENT AND ADMINISTRATION

Legal Business Name of Applicant:	City of Laredo

Introduction

By accepting an award from Health and Human Services Commission (HHSC) your organization and the Board of Directors or other oversight authority accept responsibility for complying with the management and administration of programmatic, financial and reporting requirements of the award. Communication and coordination between the organization's program implementation and financial staff is essential for the success of the project being funded by the award. It is critical that staff responsible for the programmatic and accounting functions is aware of the financial and administrative requirements applicable to grants and subgrants. Key personnel within the organization should be identified and assigned responsibilities for the programmatic, financial and administrative requirements applicable to the HHSC award.

All HHSC Grantees are required to have a financial management system in place that meets federal and state standards for expending and accounting for the funds received under the award. Documents and records must be maintained that identify the receipt and expenditure of funds separately for each HHSC Grant Agreement. The system must be able to capture and report expenditures by the budget cost categories for each HHSC Grant Agreement. This requires establishing within the chart of accounts and general ledger, a separate set of accounts for each HHSC Grant Agreement. All financial reports should be prepared with information that comes directly from the organization's accounting system. There should be a reconciliation of the information that is reported to amounts recorded in the accounting system. In order to ensure the fiscal integrity of accounting records, the contractor must use an accounting system that does not permit overwrite or erasure of transactions posted to the general ledger.

FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

All Grantees must comply with applicable cost principles, audit requirements, and administrative requirements in the **Exhibit B**, **HHS Uniform Terms and Conditions-Grant, Version 3.4.**

ACCOUNTING SYSTEM

The type of accounting system often depends on the size of the organization. Briefly describe your organization's accounting system including:

a) Is the accounting system computerized, manual or a combination of both;
   - Computerized
b) How are different types of transactions (e.g., cash disbursements, cash receipts, revenues, journal entries) recorded and posted to the general ledger;
   - Select users with access to enter transactions record cash receipts and revenue entries.

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Support documentation is provided with each transaction. Expenses are recorded via the purchasing menu. Expenses are first encumbered through an approval process. When ready to pay, the PO will liquidate and automatically post an expense.

c) When do you close your general ledger (e.g., monthly by the 10th of the following month);
- 10th Business day

d) How are transactions organized, maintained, and summarized in financial reports. If your accounting system is computerized, indicate the name/type.
- Opening Balance plus revenues less expenditures. End with a closing balance.

Answer each of the following questions with either a "yes" or "no" answer by checking the respective box.

1. **Is the Applicant's accounting system organized to allow an auditor to trace financial report balances through the general ledger and other summary ledgers/journals to each detail accounting transaction and supporting source documentation?**

   ☒ **YES** ☐ **NO**

2. **Does the Applicant's accounting system have the capability of identifying the receipt and expenditures of program funds and program income separately for each HHSC Grant Agreement?**

   ☒ **YES** ☐ **NO**

3. **Does the Applicant's accounting system provide for the recording of expenditures for each HHSC Grant Agreement by the budget cost categories shown in the proposed budget?**

   ☒ **YES** ☐ **NO**

4. **Does the Applicant's accounting system provide for the segregation of direct and indirect expenses and the allocation of indirect costs?**

   ☒ **YES** ☐ **NO**

5. **Are time records (e.g., time sheets) maintained for all employees where their actual time/effort is recorded and specifically identified to a particular cost objective?**

   ☒ **YES** ☐ **NO**

6. **Is the employees' time/effort that is recorded on the time record the source/basis of the calculation of salary/wage costs recorded in the general ledger for each cost objective?**

   ☒ **YES** ☐ **NO**

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

GENERAL ADMINISTRATION & INTERNAL CONTROLS

1. **Is the staff who will be responsible for the financial management of the award generally familiar with the existing regulations and guidelines containing the cost principles and financial administrative requirements applicable to state and federal contracts/grants?**

   ☒ **YES** ☐ **NO**

2. **Does the Applicant's organization have written accounting policies and procedures?**

   ☒ **YES** ☐ **NO**

3. **Are generally accepted accounting principles followed for separation of duties regarding receipts and deposit of funds and payment of goods and services?**

   ☒ **YES** ☐ **NO**

4. **Are procedures in place with adequate controls to ensure that receipts and disbursements are authorized and appropriately documented?**

   ☒ **YES** ☐ **NO**

5. **Are all disbursements approved prior to payment?**

   ☒ **YES** ☐ **NO**

6. **Is there any additional review or special approval required for checks exceeding a specific dollar amount?**

   ☒ **YES** ☐ **NO**

7 **Are there written procedures and internal controls established for the procurement of goods and services?**

   ☒ **YES** ☐ **NO**

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8. Do purchase orders/requisitions require specific approvals from authorized individuals in the requesting department?

☒ **YES** ☐ **NO**

9. Are supporting documents (invoices, receipts, approvals, receiving reports, canceled checks, etc.) maintained for each disbursement and on file for easy location and retrieval?

☒ **YES** ☐ **NO**

10. Do supporting documents accompany checks for the check signer's signature?

☒ **YES** ☐ **NO**

11. Are supporting documents marked when paid to prevent reuse or duplication of payment?

☒ **YES** ☐ **NO**

12. Are invoices coded to identify allocation of payment by cost objective and sub-account?

☒ **YES** ☐ **NO**

13. Does your organization stay current with payments of its accounts payable, payroll taxes and other liabilities, loans, taxes, etc.?

☒ **YES** ☐ **NO**

14. Do you have written personnel policies?

☒ **YES** ☐ **NO**

15. Does the Applicant's policy require individual daily time and attendance records for personnel (part-time, full-time, and/or in-kind volunteers)?

☒ **YES** ☐ **NO**

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

16. Do procedures ensure that time and attendance reports can be specifically traced to costs recorded in the general ledger for each payroll period for each cost objective?

☒ **YES** ☐ **NO**

17. Does the Applicant have a written job descriptions with set salary levels for each employee?

☒ **YES** ☐ **NO**

18. Does the Applicant have on file authorizations covering rates of pay, withholding and deductions for each employee?

☒ **YES** ☐ **NO**

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FORM H: CONTRACT AND LITIGATION HISTORY

This form provides information regarding identification and contract history of the Applicant, executive management, project management, governing board members, and/or principal officers. Applicant must respond to each request for information and ***provide the required supplemental document behind this form.*** *If responses require multiple pages, identify the supporting pages/documentation with the applicable request.*
NOTE: Administrative Information may be used in screening Applications.

1. The Applicant must attach a list of current board members or members of its governing body using Form B-1 or B-2, as applicable.

2. Is Applicant a nonprofit organization?

☐ **YES** ☒ **NO**

If YES, Applicant ***must include evidence of its nonprofit status with the Application****. Any one of the following is acceptable evidence. Check the appropriate box for the attached evidence.*

- ☐ A copy of a currently valid IRS exemption certificate.
- ☐ A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the Applicant organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.
- ☐ A copy of the organization's certificate of formation or similar document if it clearly establishes the nonprofit status of the organization.
- ☐ Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the Applicant organization is a local nonprofit affiliate.

Conflict of Interest, Contract and Litigation History

The Applicant must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFA.

Examples of potential conflicts include an existing or potential business or personal relationship **between the Applicant, its principal, or any affiliate or subcontractor, with the Health and Human Services Commission, the Program Administrator, or any other entity or person involved in any way in any project that is the subject of this RFA**.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

FORM H: CONTRACT AND LITIGATION HISTORY *continued*

Similarly, any existing or potential personal or business relationship between the Applicant, the principals, or any affiliate or subcontractor, with any employee of the Health and Human Services Commission or the Program Administrator must be disclosed.

Any such relationship that might be perceived, or represented as a conflict, must be disclosed. Failure to disclose any such relationship may be cause for Grant Agreement termination or disqualification of the Application. If, following a review of this information, it is determined by HHSC that a conflict of interest exists, the Applicant may be disqualified from further consideration for the award of a Grant Agreement.

3. **Does anyone in the Applicant organization have an existing or potential conflict of interest relative to the performance of the requirements of this RFA?**

   ☐ **YES** ☒ **NO**

   If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)

4. **Will any person who received compensation from Health and Human Services Commission (HHSC) for participating in the preparation of the specifications or documentation for this RFA participate financially with Applicant as a result of an award under this RFA?**

   ☐ **YES** ☒ **NO**

   If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

5. **Will any provision of services or other performance under any Grant Agreement that may result from this RFA constitute an actual or potential conflict of interest or create the appearance of impropriety?**

   ☐ **YES** ☒ **NO**

   If YES, detail any such actual or potential conflict of interest that might be perceived or represented as a conflict. (Attach no more than one additional page.)

6. **Are any current or former employees of the Applicant current or former employees of HHSC (within the last 24 months)?**

   ☐ **YES** ☒ **NO**

   If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

FORM H: CONTRACT AND LITIGATION HISTORY *continued*

7. Are any proposed personnel related to any current or former employees of HHSC?

☐ **YES** ☒ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

8. Has any member of Applicant's executive management, project management, governing board or principal officers been employed by HHSC 24 months prior to the Application due date?

☐ **YES** ☒ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

9. If the Applicant is a private nonprofit organization, does the executive director or other staff serve as voting members on the organization's governing board?

☐ **YES** ☒ **NO**

10. Is Applicant or any member of Applicant's executive management, project management, board members or principal officers:

- Delinquent on any state, federal or other debt;
- Affiliated with an organization which is delinquent on any state, federal or other debt; or
- In default on an agreed repayment schedule with any funding organization?

☐ **YES** ☒ **NO**

If YES, please explain. (Attach no more than one additional page.)

11. Has the Applicant had a contract suspended or terminated prior to expiration of contract or not been renewed under an optional renewal by any local, state, or federal department or agency or non-profit entity?

☐ **YES** ☒ **NO**

If YES, indicate the reason for such action that includes the name and contact information of the local, state, or federal department or agency, the date of the contract and a contract reference number, and provide copies of any and all decisions or orders related to the suspension, termination, or non-renewal by the contracting entity.

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FORM H: CONTRACT AND LITIGATION HISTORY *continued*

12. Does this Application include financial participation by a person or entity that has been convicted of violating federal law, or been assessed a penalty in a federal civil administrative enforcement action, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005, under Government Code 2261.053?

☐ **YES** ☒ **NO**

If YES, please explain. (Attach no more than one additional page.)

13. Has Applicant had a grant/contract with HHSC within the past 24 months?

☒ **YES** ☐ **NO**

If YES, list the HHSC contract and attachment number(s):

HHSC Contract Number(s)

HHS000734600020
HHS001399210007
HHS001076400001
HHS00134830010

14. Applicant must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves Applicant or in which Applicant has been judged guilty or liable. Failure to comply with the terms of this may disqualify the Applicant.

Not Applicable

15. At its discretion, HHSC may require the Applicant to disclose information regarding the application for or award of state, federal, and/or local grant funding by the Applicant or Community Collaborative member organization within the past two (2) years to provide operational support for service delivery sites to improve the health of low-income women in underserved communities by expanding access to preventative health care and support services. Applicant may elect to disclose this information as part of the application.

Not Applicable

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Addenda

City of Laredo

Healthy Texas Women Cost Reimbursement

RFA No. HHS0015451

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT I

Form **PCS 121**

TEXAS Health and Human Services

SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Name/Title:	Solicitation No:
Healthy Texas Women (HTW) Cost Reimbursement	HHS0015451

Solicitation Due Date:	Solicitation Due Time			Addendum No.	Addendum Date:
03/17/2025	10	30	a.m.	1	03/05/2025

PCS Contact Information

Purchasing Contact Phone:	Purchasing Contact Name:	Purchasing Contact Email:
512-776-2951	Julia Solis	julia.solis@hhs.texas.gov

Description of Addendum

BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:

The purpose of this Addendum No. 1 is to:

1. Post the Answers to Questions or Request for Clarification per Section 7.1, Schedule of Events, attached as Attachment to Addendum 1.

No other changes are made to RFA HHS0015451 by this Addendum No. 1.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION
RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF RESPONSE.

1. Acknowledge receipt of this addendum by signing and returning this addendum with your solicitation response in accordance with the submission options outlined in the solicitation.
2. If respondent has submitted the response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.

Authorized Signature	Respondent Name
Joe E. Lee For	Joseph W. Neeb

Date	Phone	Email
3/12/2025	956-791-7302	jneeb@ci.laredo.tx.us

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT I

Form **PCS 121**

TEXAS Health and Human Services

SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Name/Title:	Solicitation No:
Healthy Texas Women (HTW) Cost Reimbursement	HHS0015451

Solicitation Due Date:	Solicitation Due Time			Addendum No.	Addendum Date:
03/17/2025	10	30	a.m.	2	03/05/2025

PCS Contact Information

Purchasing Contact Phone:	Purchasing Contact Name:	Purchasing Contact Email:
512-776-2951	Julia Solis	julia.solis@hhs.texas.gov

Description of Addendum

BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:

The purpose of this Addendum No. 2 is to:
1. Delete and replace Form C, Work Plan. Refer to the attached Form C, Work Plan Addendum 2
2. Delete and replace Form F, HHS System Indirect Cost Rate (ICR) Questionnaire. Refer to the attached Form F, HHS System Indirect Cost Rate (ICR) Questionnaire Addendum 2.
3. Delete and replace Exhibit H, HTW CR Workbook. Refer to the attached Exhibit H, HTW CR Workbook Addendum 2.

No other changes are made to RFA HHS0015451 by this Addendum No. 2.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION
RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF RESPONSE.

1. Acknowledge receipt of this addendum by signing and returning this addendum with your solicitation response in accordance with the submission options outlined in the solicitation.
2. If respondent has submitted the response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.

Authorized Signature	Respondent Name
J E. Lee FOR	Joseph W. Neeb

Date	Phone	Email
3/12/2025	956-791-7302	jneeb@ci.laredo.tx.us

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ATTACHMENT I

HTW FY 2026 Cost Reimbursement Budget Workbo

In preparing the budget, you must budget all estimated costs that your organization will incur in carry
Reimbursement program includes **optional funding to supp**

Complete each budget category detail template Exhibit H-0:H-7. Fill all budget exhibits out in WHOLE
accommodate all items in your budget, use the respective supplemental budget templates at the end o
category detail budget template will automatically populate to the last line of the

Below instructions provide details on each tab. Please ensure all budget category details ma

Exhibit H-Budget Summary	**(1)** Enter the legal name of your organization in the space provided f enter the Contract number in cell C2. Initial Date of submission for a templates with the organization's name. **(2)** **No other entry is required on this template.** Each budget catego Summary Page.
Exhibit H-0 Patient Nav Personn'!	**Optional** Patient Navigator Personnel costs of salaries and wages pa Reimbursement Program. The Personnel category includes the appli activities directly related to the contract's Statement of Work. Total **Enter the following required Personnel data: (1)** Enter Functional Ti Time Equivalent (FTE), **(5)** Certification or License (Enter NA if not re **(8)** Salary/Wages Requested for Project. Fringe benefits are services addition to regular salaries and wages. Fringe benefit costs should b Review/update the itemized elements of Fringe benefits in cells A2 Enter the Rate % of each Fringe type in cells B23:B27; match G22. T Personnel-Functional Title/Employee.
Exhibit H-1 Personnel Fringe	Personnel costs of salaries and wages paid to employees of the orga Personnel category includes the applicable portion of the gross salar contract's Statement of Work. Totals will automatically populate to **Enter the following required Personnel data: (1)** Enter Functional Ti Time Equivalent (FTE), **(5)** Certification or License (Enter NA if not re **(8)** Salary/Wages Requested for Project

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Exhibit H-1 Personnel Fringe'!	Fringe benefits are services provided by the organization to its empl Fringe benefit costs should be allocated on the same basis as salary Review/update the itemized elements of Fringe benefits in cells A5 Enter the Rate % of each Fringe type in cells B55:B59; match G54. T Personnel-Functional Title/Employee.
Exhibit H- 2: TRAVEL Budget Category	Grantees should establish a travel policy to comply with the terms o necessary to the program, the costs are reasonable, and prior appro for transportation, lodging, subsistence, and related items incurred grantee. Totals will automatically populate to the Budget Summary **Enter the following required Travel data: (1)** Description of Confere Day/Employee **(5)** Travel: Mileage, Airfare, Lodging, Meals, Other Co
Exhibit H - 3 Equipment Category Detail	Equipment is tangible nonexpendable personal property costing $5, equipment must be purchased within 90 days of contract start date. **Enter the following required Travel data: (1)** Description of Item **(2)** Number of Units and **(5)** Cost Per Unit. Totals will automatically pop
Exhibit H - 4 Supplies Category Detail	The Supplies Cost category is comprised of two components, consur item and provide an estimated quantity and cost. Provide a justifica type - office, computer, medical, educational, etc. Supplies can be c more but less than $5,000 - computers, printers, phones, medical ar Summary Page. **Part 1** Supplies may be combined into categories or distinct by each indivic of Item, (2) Purpose & Justification, (3) Cost Per Unit, (4) Quantity. If combining, the justification field should reflect the methodology u item: (1) Clinical Supplies (2) Cost for basic medical supplies include served (3) $50.00 (4) 30 **Part 2 LARC (Long-Acting Reversible Contraception)** LARC devices such as IUDs and contraceptive implants may be purch accounted for as distinct line items from other contraceptives and p contractor's budget. LARC intra-uterine devices (IUDs) and implants Enter the following required LARC data: (1)Types (2) Description incl hormonal (progesterone) Mirena IUD, Nexplanon) (3) Cost Per Unit

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Exhibit H - 5 Contractual Category Detail	The Contractual cost category should include contracts for the provi the program, and directly associated with carrying out the Statemer HHSC program, an explanation of how you determined the amount allocation percentages. **Enter the following required Contractual data: (1)**Contractor Name Direct Service Y/N **(4)** Justification, **(5)** Method of payment (i.e., Mo Rate of Payment (i.e., hourly rate, unit rate, lump sum amount). Tot
Exhibit H - 6 Other Category Detail	All other allowable direct costs not listed in any of the above catego general service contracts used by an organization. **Enter the following required Other data: (1)** Description of Item, **(2** automatically populate to the Budget Summary Page.
Exhibit H-7 Indirect Cost Detail Page	Indirect costs are those that have been incurred for a common or jo **Part A** (1) Enter the Total amount of indirect costs allocable to the project. (2) Mark (x) on the IDC cost type. (3) Rate, Base and Type. **Part B** (4) Include you're required ICR Acknowledgement, ICR Agreement ar

SUPPLEMENTAL EXHIBIT INSTRUCTIONS
Exhibit H-1b PERSONNEL Fringe Budget Cat'
Exhibit H-2a TRAVEL Budget Catego'!
Exhibit H-3a EQUIPMENT AND CONTRO'!
Exhibit H-4a SUPPLIES Budget Cate'!
Exhibit H-5a CONTRACTUAL Budget C'!
Exhibit H-6a OTHER Budget Categor'!

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ATTACHMENT I

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ook Instructions

ing out the HTW Cost Reimbursement Program for FY26. The Cost
ort Patient Navigators.

E DOLLARS. If a primary budget category detail template does not
f this workbook, Exhibit H-1a:H-6a. The total of each supplemental
respective primary budget category template.

tch your monthly supporting documents General Ledger.

for "Legal Name of Respondent" on the budget summary page, cell C3,
pproval, cell H1. Doing so will populate the budget category detail

ry detail templates totals will automatically populate to the Budget

id to employees of the organization tasked to support HTW Cost
icable portion of the gross salaries of employees who perform
s will automatically populate to the Budget Summary Page.

itle/Employee ID, **(2)** Vacant Y/N, **(3)** Justification/Description, (4) Full
quired) **(6)**Total Average Monthly Salary/Wage **(7)** Number of Months,
provided by the organization to its employees as compensation in
e allocated on the same basis as salary and wages.
3-A27.
hese rates will auto populate the total for each Fringe Type and

nization tasked to support HTW Cost Reimbursement Program. The
ries of employees who perform activities directly related to the
the Budget Summary Page.

itle/Employee ID, **(2)** Vacant Y/N, **(3)** Justification/Description, (4) Full
quired) **(6)**Total Average Monthly Salary/Wage **(7)** Number of Months,

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

oyees as compensation in addition to regular salaries and wages.
and wages.

5-A59.
hese rates will auto populate the total for each Fringe Type and

f the contract. Documentation must justify the travel expenses are
val of HHS was obtained when required. Travel costs are the expenses
by employees who are in travel status on official business of the
Page.

nce/Workshop **(2)** Justification **(3)** Location **(4)** Number of
st.

000 or more and a useful life of more than one year. Approved
. Itemize, describe, and justify all equipment.

Purpose & Justification **(3)** Date of Purchase (DD/MM/YYYY), **(4)**
ulate to the Budget Summary Page.

nable supplies and controlled assets. Itemize and describe each supply
ition for each supply item. Costs may be categorized by each general
onsumable - paper, drugs, etc., OR controlled assets costing $500 or
nd lab equipment, etc. Totals will automatically populate to the Budget

dual item._Enter the following required Supplies data: (1) Description

sed to determine cost per unit. Example for combined supplies line
gloves, gauze, thermometers, needles, bandages, etc. per 100 clients

ased in bulk using cost reimbursement dollars and should be
harmaceutical supplies in the “equipment and supplies” section of a
may be combined or distinct line items.

luding details of LACR bulk supply. (e.g. copper Paragard IUD, the
(4) Quantity.

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sion of goods and services that are supplemental, but not central to
ıt of Work. Justifications should include how the service supports your
to budget to the HHSC Contract, and include calculations and

(Agency or Individual), **(2)** Description of Services (Scope of Work) **(3)**
ıthly, Hourly, Unit, Lump Sum), **(6)** # of Months, Hours, Units, etc., **(7)**
als will automatically populate to the Budget Summary Page.

ries are to be included in the Other costs category. This includes

) Purpose & Justification, **(3)** Cost per Unit and **(4)** Quantity. Totals will

int purpose and are not readily chargeable to a specific cost object.

ıd/or ICR 15% De Minimis.

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ATTACHMENT I

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT I

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ATTACHMENT I

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT I

FY 2026 Healthy Texas Women Cost Reimbursement Program | **Exhibit H: BUDGET SUMMARY** | ***Initial Date*** 9/1/2025

RFA# HHS0015451 | ***Revised***

Legal Name of Respondent **City of Laredo**

	Budget Categories	Total Healthy Texas Women Cost Reimbursement Categorical Budget Award
A.	Personnel	$ 105,797.00
B.	Fringe	$ 50,395.34
C.	Travel	$ 757.00
D.	Equipment	$ -
E.	Supplies	$ 72,575.00
F.	Contractual	$ 12,000.00
G.	Other	$ 48,960.00
H.	Total Direct Costs	$ 290,484.00
I.	Indirect Costs	$ 37,637.00
J.	**Total**	**$ 328,121.00**
	Patient Navigator(Optional)	
K.	Personnel	$ 62,814.00
L.	Fringe	$ 35,067.00
M.	Total	**$ 97,881.00**
	Total HTW Categorical Award	**$ 426,002.00**

NOTE: The "Total Healthy Texas Women Cost Reimbursement" categories amount will populate automatically from the corresponding budget category tabs.

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	**Personnel**	$ 168,611.00	$ 168,611.00	**Equipment**	$ -	$ -
	Travel	$ 757.00	$ 757.00	**Contractual**	$ 12,000.00	$ 12,000.00
	Supplies	$ 72,575.00	$ 72,575.00	**Indirect Costs**	$ 37,637.00	$ 37,637.00
	Other	$ 48,960.00	$ 48,960.00	**Fringe**	$ 85,462.34	$ 85,462.34

TOTAL FOR:	**Distribution Totals**	**$ 426,002.00**	**Budget Grand Total**	**$ 426,002.00**

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT I

HTW Patient Navigator (Optional)

Exhibit H-0:ESTIMATED Patient Navigator Personnel Budget Category Detail Form

Legal Name of Respondent City of Laredo

Personnel costs of salaries and wages paid to employees of the organization tasked to the HHS-funded project. The Personnel category includes the applicable portion of the gross salaries of employees who performs Patient Navigator activities. Salaries for direct services will not be reimbursed by cost reimbursement.

Functional Title/Employee ID	Vacant Y/N	Justification/Description	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Health Educator I, V. De La Rosa	N	To provide health education and navigation services for potential patients for HTW and FPP patients. Navigators are patient advocates who help our clients access resources and programs that better fit our client's needs.	1	N/A	$2,617.25	12	$ 31,407.00
Health Educator I, D. Martinez	N	To provide health education and navigation services for potential patients for HTW and FPP patients. Navigators are patient advocates who help our clients access resources and programs that better fit our client's needs.	1	N/A	$2,617.25	12	$ 31,407.00
							$ -
						Salary/Wage Total	$ 62,814.00

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT I

Review/update the itemized elements of Fringe benefits in cells A23-A27. Enter the Rate % of each Fringe type in cells B23:B27; match G22. These rates will auto populate the total for each Fringe Type and Personnel-Functional Title/Employee.

Fringe Type	Rate %	Fringe Type Total
FICA	7.65%	$4,805.00
HEALTH INSURANCE	25.38%	$15,945.00
RETIREMENT	21.70%	$13,631.00
WORKER COMPENSATION & UNEMPLOYMENT INSURANCE	1.09%	$687.00
Other		$0.00
Totals	**55.83%**	**$35,068.00**

Total Fringe Benefit Rate %	55.83%
Fringe Benefits Total	$35,067

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT I

Exhibit H-1:ESTIMATED Administrative Personnel Budget Category Detail Form

Legal Name of Respondent: City of Laredo

Personnel costs of salaries and wages paid to employees of the organization tasked to the HHS-funded project. The Personnel category includes the applicable portion of the gross salaries of employees who perform activities directly related to the contract's Statement of Work. Administrative services may include services performed by Eligibility Clerks, Accounting clerks. Patient coordinators, Clinic Directors and Outreach coordinators. Salaries for direct services will not be reimbursed by cost reimbursement.

Functional Title/Employee ID Example: Eligibility Clerk	Vacant Y/N	Justification/Description	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Senior Office Assistant, C. Soto		Prepares requisitions, purchase orders, program budget transfers as necessary, and maintains an efficient smooth budget, and logistics for the womens heatlh program. Ensures clinic staff never runs out of medical supplies, and that all equipment needing calibration is maintained current.	0.5	N/A	$2,840.33	12	$ 17,042.00
Public Health Technician, S. Veliz		Assures patient has access to all medical and support services. This includes enrolling patient in the ObamaCare, Medicaid, Medicare, SNAP, TANF, and other programs. She is also in charge of social assessments analysis, referrals and follow up, keeping track of our staff training requirements and maintaining our medical records requirements.	0.5	N/A	$3,660.58	12	$ 21,963.00
Health Educator I, R. Nochebuena		Provides education and assistance to clients looking women's health in our clinic. Collects patient data to determine eligibility for our program. Provides educational tools to HTW eligible clients.Provides support to our outreach team for events and enrollment.	1	N/A	$3,072.33	12	$ 36,868.00
Administrative Assistant, S. Caballero		To handle general office tasks and administrative duties, such as directing communications between colleagues and customers, organizing schedules and events, entering data, bookkeeping, maintaining office equipment, staff salary allocation reports, staff schedule, record keeping of contracts.	0.25	N/A	$3,457.33	12	$ 10,372.00

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT I

RN, Nurse Practitioner, P. Tijerina		The Nurse Practitioner performs various administrative tasks for HTW. Ordering medications and supplies, filing, and employee management. Maintains patient medical records. Develops and evaluates policies and procedures for the practice. Collaborates with other Health Care Professionals to coordinate patient care.Fulfills duties as part of our Provider committee and provides knowledge expertise for our standing delegating procedures. (March - August)	0.1	License	$9,028.25	12	$ 10,834.00
Medical Office Assistant II, E. Aguilar		Prepares medical records, follow up appointments, patient intakes and medical histories. Plans outreach events to increase patient load. Facilitates patient compliance by providing health education. This team is also in charge of restocking the medical rooms, ordering medical supplies, checking our equipment, keeping our working area clean and disinfect used medical equipment.	0.1	Certification	$3,806.20	12	$ 4,567.00
Medical Office Assistant II, I. Balderrama		Prepares medical records, follow up appointments, patient intakes and medical histories. Plans outreach events to increase patient load. Facilitates patient compliance by providing health education. This team is also in charge of restocking the medical rooms, ordering medical supplies, checking our equipment, keeping our working area clean and disinfect used medical equipment.	0.1	Certification	$3,459.16	12	$ 4,151.00
							$ -
						TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS	$0
						Salary/Wage Total	**$105,797**

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT I

Review/update the itemized elements of Fringe benefits in cells A55-A59. Enter the Rate % of each Fringe type in cells B55:B59; match G54. These rates will auto populate the total for each Fringe Type and Personnel-Functional Title/Employee.

Fringe Type	Rate %	Fringe Type Total
FICA	7.65%	$8,093.00
HEALTH INSURANCE	17.13%	$18,120.00
RETIREMENT	21.70%	$22,958.00
WORKER COMPENSATION & UNEMPLOYMENT INSURANCE	1.16%	$1,224.00
Other		$0.00
Totals	**47.63%**	**$50,395.00**

Total Fringe Benefit Rate %	47.63%
Fringe Benefits Total	$50,395

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT I

Exhibit H-2:ESTIMATED TRAVEL Budget Category Detail Form

Legal Name of Respondent: City of Laredo

Grantees should establish a travel policy to comply with the terms of the contract. Documentation must justify the travel expenses are necessary to the program, the costs are reasonable, and prior approval of HHS was obtained when required. Travel costs are the expenses for transportation, lodging, and related items incurred by employees who are in travel status on official business of the grantee.

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location City/State	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS				**Total**	$0

Total for Conference / Workshop Travel	$0

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT I

Other / Local Travel Costs					
Justification	**Number of Miles**	**Mileage Reimbursement Rate**	**Mileage Cost (a)**	**Other Costs (b)**	**Total (a) + (b)**
Local mileage reimbursement for Health Educator to travel within Webb County	1082	$0.700	$757		$757
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					$0

Total for Other / Local Travel $757

Other / Local Travel Costs: $757 **Conference / Workshop Travel Costs:** $0 **Total Travel Costs:** **$757**

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ATTACHMENT I

Exhibit H-3: ESTIMATED EQUIPMENT AND CONTROLLED ASSETS Budget Category Detail Form

Legal Name of Respondent: City of Laredo

Itemize, describe, and justify below. Equipment is tangible nonexpendable personal property costing $5,000 or more and a useful life of more than one year. Approved equipment must be purchased within 90 days of contract start date.

Description of Item	Purpose & Justification	Date of Purchase (DD/MM/YYYY)	Number of Units	Cost Per Unit	Total
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS	$ -

Total Amount Requested for Equipment: **$0**

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT I

Exhibit H-4:ESTIMATED SUPPLIES Budget Category Detail Form

Legal Name of Respondent: City of Laredo

The Supplies Cost category is comprised of two components, consumable supplies and controlled assets. Itemize and describe each supply item and provide an estimated quantity and cost. Provide a justification for each supply item. Costs may be categorized by each general type - office, computer, medical, educational, etc. Supplies can be consumable - paper, drugs, etc., OR controlled assets costing $500 or more but less than $5,000 - computers, printers, phones, medical and lab equipment, etc. LARC devices such as IUDs and contraceptive implants may be purchased in bulk using cost reimbursement dollars and should be accounted for as distinct line items from other contraceptives and pharmaceutical supplies within the supplies section of a contractor's budget. LARC intra-uterine devices (IUDs) and implants may be combined or distinct line items.

Description of Item	Purpose & Justification	Cost Per Unit	Quantity	Total Cost
Office supplies ($1,700/month x 12 months)	To purchase consumable office supplies for daily operations such as copy paper, toners, labels, pens, highlighers, batteries,	$ 1,700.00	12	$ 20,400.00
Medical supplies ($1,800/month x 12 months)	To purchase general medical supplies such as alcohol pads, gauzes, band aids, non-sterile gloves, masks, and other	$ 1,800.00	12	$ 21,600.00
Janitorial supplies ($1,000/month x 12 months)	To purchase supplies such as disinfecting sprays, wipes, paper towels to maintain clinical and waiting area clean frequently.	$ 1,000.00	12	$ 12,000.00
Diagnostic station ($2,800/each x 4)	Diagnostic station provides reliable diagnostic data in the physical examination of patients.	$ 2,800.00	4	$ 11,200.00
Reusable Cuff set ($275/ each x 5)	To replace blood pressure cuff damage by wear and tear of daily usage.	$ 275.00	5	$ 1,375.00
		$ -		$ -
			Total	$ 66,575

LARC (Long-Acting Reversible Contraception)

Types (IUD, Implants)	**LARCS Description** Include details of LARC bulk supply. (Example: copper Paragard IUD, the hormonal (progesterone) Mirena IUD, Nexplanon)	Cost Per Unit	Quantity	Total Cost
Implants	Nexplanon	$ 300.00	10	$ 3,000.00
Copper intrauterine dispositive (IUD)	Paragard IUD	$ 300.00	10	$ 3,000.00
		$ -		$ -
			Total	$ 6,000.00
			TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	**$ -**

Total Amount Requested for Supplies:	**$ 72,575.00**

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ATTACHMENT I

Exhibit H-5: ESTIMATED CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: City of Laredo

List contracts for medical services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form. Salaries for Direct Services will not be reimbursed by cost reimbursement.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Dr. Liz Millan	Medical Services	Prescriptive authority oversighting the women's nurse practitioners assessments and treatments.	month	12	$1,000.00	$ 12,000.00
					$0.00	$ -
					$0.00	$ -
					$0.00	$ -
					$0.00	$ -
					$0.00	$ -
					$0.00	$ -
					TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS	$ -

Total Amount Requested for CONTRACTUAL: **$12,000**

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT I

Exhibit H-6: ESTIMATED OTHER Budget Category Detail Form

Legal Name of Respondent: City of Laredo

All other allowable direct costs not listed in any of the previous categories can be included in the Other cost budget category.

Description of Item	Purpose & Justification: Please include the required quantity and cost/quantity (i.e. # of units & cost per unit)	Cost per Unit	Quantity	Total Cost
I-Net ($2,250 X 12 months)	The I-Net Charges represent the estimated cost that will be charged by the City to the program for email, internet, mainframe and IT support services. The cost of the City of Laredo IT department is allocated to all departments, divisions and programs across the City based on users, licenses, and FTE's.	$ 2,250.00	12	$ 27,000.00
Communications (Landlines: $60/month X 12 months) (Cellphones & MIFI: $76/month X 12 months X 2 units)	To pay for the recurring cost of having landlines, cell phones for use when working offsite, and fax connectivity for our staff.	$ 330.00	12	$ 3,960.00
Printing ($500/month x 12 months)	To cover cost of printing educational materials such as program brochures and pamplets for the services rendered.	$ 500.00	12	$ 6,000.00
Media promotion ($1,000/month x 12 months)	To pay for media promotion of HTW and Family Planning programs through radio, television, billboards and social media.	$ 1,000.00	12	$ 12,000.00
		$ -		$ -
			TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	$ -

Total Amount Requested for Other: **$48,960**

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ATTACHMENT I

Exhibit H - 7: ESTIMATED Indirect Costs

Legal Name of Respondent: **City of Laredo**

Total amount of indirect costs allocable to the project: **Amount:** **$37,637**

Part A Exhibit H- 7 Indirect Costs

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Attach the current ICR acknowledgement, ICR Agreement and/or ICR 15% De Minimis.)**	**RATE:** **BASE:**	0%
Applies only to governmental entities . The respondent's current central service cost rate **or** indirect cost rate based on a rate proposal prepared in accordance with OMB Circular 2 CFR 200.. **Attach a copy of the Certification of Indirect Costs.** **Note:** Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. HHSC). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department.	**RATE:** **TYPE:** **BASE:**	

Part B Exhibit H - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:

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SUPPLEMENTAL EXHIBIT INSTRUCTIONS

The budget templates that follow are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Applicants that have utilized all the lines on the primary budget template must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Exhibit H-1 Personnel) have been used, go to the tab labeled "Exhibit H - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

The supplemental budget templates are:

Exhibit H-1b Personnel Supplemental
Exhibit H-2a Travel Supplemental
Exhibit H-3a Equipment Supplemental
Exhibit H-4a Supplies Supplemental
Exhibit H-5a Contractual Supplemental
Exhibit H-6a Other Supplemental

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT I

Exh

Legal Name of Respondent:	**City of Lar**
Personnel costs of salaries and wages paid to employees of th directly related to the contract's Statement of Work. Adminis	
Functional Title/Employee ID Example: Eligibility Clerk	**Vacant Y/N**

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ıibit H-1b: Estimated PERSONNEL Budget Category Detail Form (Supplemental)

edo

ıe organization tasked to the HHS-funded project. The Personnel category includes the applicable portion of the gros
ıtrative services may include services performed by Eligibility Clerks, Accounting clerks. Patient coordinators, Clinic D

Justification	FTE	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
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ATTACHMENT I

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			$0.00
			$0.00
			Salar

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ss salaries of employees who perform activities
Directors and Outreach coordinators.

Number of Months	Salary/Wages Requested for Project
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
	$0
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	$0

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	$0
	$0
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	$0
	$0
	$0
ry Wage Total	$0

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Exhibit H-2a: TRAVEL Budget Category Detail Form (Suppl

Legal Name of Respondent: City of Laredo

Grantees should establish a travel policy to comply with the terms of the contract. Documentation must justify the travel e reasonable, and prior approval of HHS was obtained when required. Travel costs are the expenses for transportation, lodgi who are in travel status on official business of the grantee.

Conference / Workshop Travel Costs		
Description of Conference/Workshop	**Justification**	**Location (City, State)**

Total for Conferen

Other / Local Travel Costs			
Justification	**Number of Miles**	**Mileage Reimbursement Rate**	**Mileage Cost (a)**
			$ -

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			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

Tot

Other / Local Travel Costs: $ -

Conference / Workshop Travel Costs: $ -

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emental)

xpenses are necessary to the program, the costs are ing, meals, and related items incurred by employees

	Number of: Days/Employees	Travel Costs	
		Mileage	
		Airfare	
		Meals	
		Lodging	
		Other Costs	
		Total	$ -
		Mileage	
		Airfare	
		Meals	
		Lodging	
		Other Costs	
		Total	$ -
		Mileage	
		Airfare	
		Meals	
		Lodging	
		Other Costs	
		Total	$ -
		Mileage	
		Airfare	
		Meals	
		Lodging	
		Other Costs	
		Total	$ -
		Mileage	
		Airfare	
		Meals	
		Lodging	
		Other Costs	
		Total	$ -

ce / Workshop Travel $ -

Other Costs (b)	Total (a) + (b)
	$ -

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	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -

:al for Other / Local Travel	$ -
Total Travel Costs:	**$ -**

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT I

Exhibit H-3a: EQUIPMENT AND CO
Detail Form (

Legal Name of Respondent: City of Laredo

Itemize, describe, and justify below. Equipment is tangible nonexpendable personal pr purchased within 90 days of contract start date.
Description of Item

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ATTACHMENT I

NTROLLED ASSETS Budget Category
Supplemental)

operty costing $5,000 or more and a useful life of more than one year. Approved equipment must be

Purpose & Justification	Date of Purchase	Number of Units	Cost Per Unit	Total
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
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ATTACHMENT I

Total Amount Requested for Equipment:	**$0**

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Exhibit H-4a: SU

Legal Name of Respondent:

The Supplies Cost category is comprised of two components, cor justification for each supply item. Costs may be categorized by e costing $500 or more but less than $5,000 - computers, printers, reimbursement dollars and should be accounted for as distinct l uterine devices (IUDs) and implants may be combined or distinc
Description of Item

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ATTACHMENT I

JPPLIES Budget Category Detail Form (Supplemental)

City of Laredo

**nsumable supplies and controlled assets. Itemize and describe each supply item and provide an estimated quantity
each general type - office, computer, medical, educational, etc. Supplies can be consumable - paper, drugs, etc., OR
, phones, medical and lab equipment, etc. LARC devices such as IUDs and contraceptive implants may be purchased
ine items from other contraceptives and pharmaceutical supplies within the supplies section of a contractor's budg
t line items.**

Purpose & Justification	Cost Per Unit	Quantity
	$ -	
	$ -	
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ATTACHMENT I

Total Amount Requested for Supplies:	**$ -**

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and cost. Provide a controlled assets in bulk using cost et. LARC intra-
Total Cost
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ATTACHMENT I

Exhibit H-5a: CONTRACTUAL Budget Category Detail Forn

Legal Name of Respondent: City of Laredo

List contracts for medical services related to the scope of work that is to be provided by a third party. If a thi "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in t services will not be reimbursed by cost reimbursement.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification

Total A

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ATTACHMENT I

n (Supplemental)

rd party is not yet identified, describe the service to be contracted and show contractors as the respondent's funding request, must be attached behind this form. Salaries for Direct				
	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	**# of Months, Hours, Units, etc.**	**RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)**	**TOTAL**
			$ -	$ -
			$ -	$ -
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			$ -	$ -
			$ -	$ -

Amount Requested for CONTRACTUAL:	**$ -**

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Exhibit H-6a: OTHEI

Legal Name of Respondent:

All other allowable direct costs not listed in any of the previous cat
Description of Item

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ʀ Budget Category Detail Form (Supplemental)

City of Laredo

egories can be included in the Other cost budget category.

Purpose & Justification: Please include the required quantity and cost/quantity (i.e. # of units & cost per unit)	Cost per Unit	Quantity
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
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Total Amount Requested for CONTRACTUAL:	

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Total Cost
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TEXAS
Health and Human Services

Cecile Erwin Young
Executive Commissioner

September 10, 2020

Richard A. Chamberlain
City of Laredo Health Department
2600 Cedar Avenue
Laredo, TX 78040

Re: Indirect Cost Rate Acknowledgement
TIN 17460015732

Dear Dr. Chamberlain:

Thank you for your submission of the Indirect Cost Rate Questionnaire and related documentation for review and consideration by Health and Human Services (HHS) Indirect Cost Rate Group. The questionnaire has been reviewed using criteria established by HHS Indirect Cost Rate Group and 2 Code of Federal Regulation (CFR) 200.

HHS approves the use of the 10% De Minimis based on your certification that your organization has never received a negotiated indirect cost rate.

The 10% De Minimis rate must be applied consistently across all awards unless there are grant or statutory restrictions. Any changes which may affect the eligibility to use the rate must be reported to HHS within 30 days of the change (i.e., obtaining a federally or other state agency negotiated indirect cost rate).

HHS acknowledges the Indirect Cost Rate listed below:

Type of Rate	Indirect Cost Rate	Rate Effective Period
De Minimis	10% of the Modified Total Direct Cost	10/01/2020 to Indefinite

Acknowledgement of the rate is based on the condition that the information provided by your organization is accurate.

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If you have any additional questions, submit a Technical Assistance request via the Subrecipient Landing Page.

Sincerely,



Racheal Kane | Federal Funds Director
Health and Human Services Commission
4900 N. Lamar Blvd. | Austin, Texas 78751
Office: (512) 424-6663 |Cell: (512) 466-4665
racheal.kane@hhsc.state.tx.us

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TEXAS Health and Human Services

ATTACHMENT J

Certificate of Indirect Costs

De Minimis Indirect Cost Rate

Section 1: Organization Information	
Organization Name:	City of Laredo Health Department
Texas Identification Number (TIN):	74-6001573
Fiscal Year End Date: *(mm/dd)*	09/30
Address Line 1:	2600 Cedar
Address Line 2:	Laredo, TX 78041
Address Line 3:	
Phone Number:	(956) 795-4900

Section 2: Certification of *de minimis* Indirect Cost Rate

An award recipient that proposes to use federal grant funds to pay for indirect costs but has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of its modified total direct costs (MTDC) which may be used indefinitely. (2 CFR § 200.414) In order to charge a de minimis rate of 10% of its MTDC, the award recipient should submit this certification form to Contract Oversight and Support

I certify that the City of Laredo Health Department
meets the following eligibility criteria and agrees to the following conditions in order to use the 10% de minimis indirect cost rate:

1. The award recipient has never received a federally or state negotiated indirect cost rate for any federal or state awards.

2. If the award recipient is a governmental entity, the award recipient has received less than $35 million in direct federal funding for the fiscal year requested. A governmental award recipient will inform HHS any time more than $35 million is anticipated to be received during a single fiscal year.

3. The award recipient will inform HHS upon submission of an indirect cost rate proposal to a federal or state awarding agency, or upon the receipt of a negotiated indirect cost rate from a federal or state awarding agency.

4. The de minimis rate approved will be applied to Modified Total Direct Cost (MTDC). This base includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

TEXAS Health and Human Services

Certificate of Indirect Costs

De Minimis Indirect Cost Rate

Section 2: Certification of *de minimis* Indirect Cost Rate

the award); excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

5. The project costs will be consistently charged as either indirect or direct and will not be double charged or inconsistently charged as both.

6. The proper use and application of the de minimis rate is the responsibility of the award recipient. Health and Human Services may perform a financial monitoring review to ensure compliance with 2 CFR Part 200.

Signature: Chamberlain, Richard A		Signature Date: 8/31/2020
Printed Name of Official:	Richard A. Chamberlain, DrPH(c), MPH, RS	
Title of Official:	Interim Health Director	

Docusign Envelope ID: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

ATTACHMENT K
NOTICE TO PROCEED TEMPLATE FY XX

Contractor: ("Grantee")
VIA Email to:

Re: Contract Nbr. Notice to Proceed FY XX

Dear :

The Health and Human Services Commission ("System Agency") is pleased to announce a state award covering services outlined in Grantee's Healthy Texas Women Cost Reimbursement Grant Agreement. Grantee is hereby authorized to provide services and bill System Agency for approved costs under System Agency Contract Nbr. ("Grant Agreement") and in accordance with the grant award information outlined below.

The following grant award information is incorporated into the Grant Agreement by reference:

Number of Clients to be served	
Cost Per Client	
Fee for Service Funding	
Cost Reimbursement Funding	
Grantee Total Award Amount	
Grantee Award Begin Date	
Grantee Award End Date	
Award Attachments, which are incorporated into the Contract by reference	Example: Approved State Fiscal Year Categorical Budget

This Notice to Proceed is an official notice under your Grant Agreement and becomes part of your Contract file. Please contact your assigned contract manager, , at or if you have any questions or require assistance with this matter.

Sincerely,

Attachments:
Approved SFYXX Categorical Budget

Certificate Of Completion

Envelope Id: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D
Status: Sent
Subject: New $1,514,400.00; HHS001545100029; City of Laredo; HHSC/CPSO/FHS/FCS
Procurement Number:
Source Envelope:
Document Pages: 534
Signatures: 0
Envelope Originator:
Certificate Pages: 2
Initials: 0
Texas Health and Human Services Commission
AutoNav: Enabled
1100 W. 49th St.
EnvelopeId Stamping: Enabled
Austin, TX 78756
Time Zone: (UTC-06:00) Central Time (US & Canada)
PCS_DocuSign@hhsc.state.tx.us
IP Address: 167.137.1.10

Record Tracking

Status: Original
7/29/2025 10:39:35 AM
Holder: Texas Health and Human Services Commission
PCS_DocuSign@hhsc.state.tx.us
Location: DocuSign
Security Appliance Status: Connected
Pool: FedRamp
Storage Appliance Status: Connected
Pool: Texas Health and Human Services Commission
Location: Docusign

Signer Events	Signature	Timestamp
Richard Chamberlain rchamberla@ci.laredo.tx.us Health Director City of Laredo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.135.47.6	Sent: 8/7/2025 12:10:53 AM Viewed: 8/7/2025 8:24:50 AM Signed: 8/7/2025 9:53:49 AM
Joseph W. Neeb jneeb@ci.laredo.tx.us City of Laredo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 7/30/2025 11:27:53 PM Resent: 8/7/2025 9:54:17 AM
Crystal Starkey crystal.starkey@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Amy Pedersen amy.pedersen@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 7/30/2025 11:27:52 PM
FCS Contracts fcs_contracts@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 7/30/2025 11:27:52 PM
Laura Recio lrecio1@ci.laredo.tx.us Health Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 7/30/2025 11:27:52 PM Viewed: 8/4/2025 9:18:08 AM
Julia I. Solis julia.solis@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 7/30/2025 11:27:51 PM Viewed: 8/6/2025 9:46:44 AM
Janete Olague janete.olague01@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 7/30/2025 11:27:52 PM Viewed: 7/31/2025 2:26:10 AM
Luis T. Cerda lcerda@ci.laredo.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 7/30/2025 11:27:53 PM Viewed: 7/31/2025 7:32:46 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/30/2025 11:27:53 PM
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Envelope Updated	Security Checked	8/7/2025 12:10:52 AM
Envelope Updated	Security Checked	8/7/2025 12:10:52 AM
Envelope Updated	Security Checked	8/7/2025 12:10:52 AM
Envelope Updated	Security Checked	8/7/2025 12:10:52 AM

Payment Events	Status	Timestamps

City of Laredo

City Council

Meeting Date: 9/15/2025 **Resolution 31.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to ratify and enter into a contract from the Health and Human Services Commission (HHSC) Title V Child Health and Dental Services Grant Program for an award amount of $54,536.00 per grant year for a total award amount of $136,340.00, with no match for The City of Laredo Public Health Department for a two (2) year term for the period from September 01, 2025 through August 31, 2027. Funds will be accounted for in the Laredo Public Health Department Fund - Title V Child Health and Dental Services Grant.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

- **Goal 7.1:** Address the health needs of all residents in the region through collaboration and coordination among local, state, and binational entities.
- **Policy 7.1.1:** Partner with local, state, and binational entities to prevent health-related problems through prevention programs and policies.
- **Policy 7.2.5 (g):** Support dental care programs for children.
- **Goal 7.8:** Improve access to medical care.

Summary of alignment: The amended contract for the Title V Child Health and Dental Services Grant maintains strong alignment with the Viva Laredo Comprehensive Plan's objectives of expanding access to preventive health services for vulnerable populations. The program delivers pediatric and adolescent health care, dental screenings, and wellness services to uninsured and medically indigent children-critical components of a responsive and equitable public health system.

PREVIOUS COUNCIL ACTION
On May 19, 2025, Council approved Resolution 2025-R-136.

BACKGROUND
The Texas Health and Human Services Commission continues to contract with the City of Laredo to provide public health preventive and screening patient care services for the uninsured, underserved and medically indigent of Laredo through the City of Laredo Public Health Department. Funding through these grants provide eligible women prenatal, preventive, and primary women's health care including limited dysplasia, newborn services and dental and preventive care services to eligible children and adolescents. The program will bill Title V or Medicaid for all Medicaid eligible services and will ensure that all program income generated through Medicaid be used to expand and enhance women health services, conduct maternal (prenatal) and women's preventive health care, children's

health services and men and families preventive and chronic disease health care with quality wellness and preventive health care services for the underserved, uninsured and medically indigent.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Title V Child Health and Dental Services Grant
Account #:	226-6016
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The revenue account 226-0000-323-4047 and the expenditure division is 226-6016 with Project Numbers HEDE18; HEDE19.

Docusign Envelope ID: C8DE1D89-665D-40F9-8125-67C7CE17D96C

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
HHSC CONTRACT NO. HHS001392700008
AMENDMENT NO. 2

The Health and Human Services Commission ("**HHSC" or "System Agency**") and **CITY OF LAREDO** ("**Grantee**"), collectively referred to as the "**Parties**" to that Child Health and Dental Fee for Service agreement that was effective September 1, 2024, and denominated as HHSC Contract No. HHS001392700008 (the "**Grant Agreement**" or **"Contract"**), as amended, now desire to further amend the Grant Agreement.

WHEREAS, HHSC desires to exercise the first and second of four available one-year extension options; and

WHEREAS, the Parties desire to add funding for State Fiscal Year 2026 and State Fiscal Year 2027 and update the projected number of eligible clients to be served.

NOW, THEREFORE, the Parties amend and modify the Grant Agreement as follows:

1. **SECTION III, DURATION,** of the Grant Agreement is amended to show a revised termination date of August 31, 2027.

2. **SECTION V, SUBSECTION A, TOTAL BUDGET,** of the Grant Agreement is amended to add funding in the amount of **$54,536.00** for State Fiscal Year 2026 and **$54,536.00** for State Fiscal Year 2027. The total not-to-exceed amount of this Grant Agreement is increased to **$136,340.00**.

3. **SECTION V, SUBSECTION A, TOTAL BUDGET**, of the Grant Agreement is further amended to delete Table 1 – Child Health and replace it with the following:

Table 1- Child Health			
	FY2025	**FY2026**	**FY2027**
Number of clients to be served	97	195	195
Cost per Client	$280.00	$280.00	$280.00
Total Award Amount for Medical	**$27,268.00**	**$54,536.00**	**$54,536.00**

4. This Amendment No. 2 shall be effective as of September 1, 2025.

5. Except as modified by this Amendment No. 2, all terms and conditions of the Grant Agreement, as amended, shall remain in full force and effect.

6. Any further revisions to the Grant Agreement shall be by written agreement of the Parties.

7. Each Party represents and warrants that the person executing this Amendment No. 2 on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

Docusign Envelope ID: C8DE1D89-665D-40F9-8125-67C7CE17D96C

SIGNATURE PAGE FOR AMENDMENT NO. 2
HHSC CONTRACT NO. HHS001392700008

HEALTH AND HUMAN SERVICES COMMISSION

Signature

Printed Name:_____

Title: _____

Date of Signature: _____

CITY OF LAREDO

Signature

Printed Name: _____

Title: _____

Date of Signature: _____

Certificate Of Completion

Envelope Id: C8DE1D89-665D-40F9-8125-67C7CE17D96C
Status: Sent
Subject: Amending $272,680.00; HHS001392700008; City of Laredo Health Department A-2; HHSC/CPSO/FHS/FCS
Procurement Number:
Source Envelope:
Document Pages: 9
Signatures: 0
Envelope Originator:
Certificate Pages: 2
Initials: 0
Texas Health and Human Services Commission
AutoNav: Enabled
1100 W. 49th St.
EnvelopeId Stamping: Enabled
Austin, TX 78756
Time Zone: (UTC-06:00) Central Time (US & Canada)
PCS_DocuSign@hhsc.state.tx.us
IP Address: 167.137.1.18

Record Tracking

Status: Original
8/2/2025 1:11:11 PM
Holder: Texas Health and Human Services Commission
PCS_DocuSign@hhsc.state.tx.us
Location: DocuSign
Security Appliance Status: Connected
Pool: FedRamp
Storage Appliance Status: Connected
Pool: Texas Health and Human Services Commission
Location: Docusign

Signer Events	Signature	Timestamp
Joseph W. Neeb jneeb@ci.laredo.tx.us City of Laredo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 8/2/2025 1:17:26 PM
Marissa Acosta Marissa.Acosta05@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Amy Pedersen amy.pedersen@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 8/2/2025 1:17:25 PM

Carbon Copy Events	Status	Timestamp
FCS Mailbox FCS_Contracts@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 8/2/2025 1:17:25 PM
Janete Olague janete.olague01@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 8/2/2025 1:17:25 PM
Zali Cross zali.cross@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 8/2/2025 1:17:25 PM
Adriane Addison adriane.addison@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 8/2/2025 1:17:24 PM Viewed: 8/12/2025 8:42:47 AM
Luis Cerda lcerda@ci.laredo.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 8/2/2025 1:17:27 PM Viewed: 8/12/2025 11:52:50 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/2/2025 1:17:26 PM

Payment Events	Status	Timestamps

2025-R-221

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS AUTHORIZING THE CITY MANAGER TO RATIFY AND ENTER INTO A CONTRACT FROM THE HEALTH AND HUMAN SERVICES COMMISSION (HHSC) TITLE V CHILD HEALTH AND DENTAL SERVICES GRANT PROGRAM FOR AN AWARD AMOUNT OF $54,536.00 PER GRANT YEAR FOR A TOTAL AWARD AMOUNT OF $136,340.00, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR A TWO (2) YEAR TERM FOR THE PERIOD FROM SEPTEMBER 01, 2025 THROUGH AUGUST 31, 2027. FUNDS WILL BE ACCOUNTED FOR IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – TITLE V CHILD HEALTH AND DENTAL SERVICES GRANT.

WHEREAS, the Texas Health and Human Services Commission continues to contract with the City of Laredo to provide public health preventive and screening patient care services for the uninsured, underserved and medically indigent of Laredo through the City of Laredo Public Health Department. Funding through these grants provide eligible women prenatal, preventive, and primary women's health care including limited dysplasia, newborn services and dental and preventive care services to eligible children and adolescents. The program will bill Title V or Medicaid for all Medicaid eligible services and will ensure that all program income generated through Medicaid be used to expand and enhance women health services, conduct maternal (prenatal) and women's preventive health care, children's health services and men and families preventive and chronic disease health care with quality wellness and preventive health care services for the underserved, uninsured and medically indigent.

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

Section 1: The City Manager is hereby authorized to accept and enter into a contract amendment from the Health and Human Services Commission (HHSC) Title V Child Health and Dental Services Grant Program for an award amount of $54,536.00 per grant year for a total award amount of $136,340.00, with no match for The City of Laredo Public Health Department for a two (2) year term for the period from September 01, 2025 through August 31, 2027. Funds will be accounted for in the Laredo Public Health Department Fund – Title V Child Health and Dental Services Grant.

Section 2: The revenue account 226-0000-323-4047 and the expenditure division is 226-6016 with Project Numbers HEDE18, HEDE19.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM
DOANH T. NGUYEN, CITY ATTORNEY

_____
AMBER R. HOLMES
ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 9/15/2025 **Resolution 32.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to ratify and enter into a continuation contract with Valley AIDS Council for the HIV Ryan White Part D Women, Infants, Children, and Youth (WICY) Program grant, in the amount of $26,880.00, with no match for the City of Laredo Public Health Department for the term from August 01, 2025 through July 31, 2026. Funds will be accounted for in the Laredo Public Health Department fund - HIV Ryan White Part D Grant.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

- **Goal 7.1: Improve access to health services for all residents.**
- **Policy 7.1.2: Ensure affordability of health services for low-income, uninsured, and underinsured populations.**
- **Policy 7.1.4: Expand access to specialized care and services for vulnerable groups.**
- **Goal 7.3: Improve maternal, child, and family health outcomes.**
- **Policy 7.3.2: Support programs that provide preventive and treatment services for women, children, and families affected by chronic or infectious diseases.**

Summary of alignment: The resolution supports the Viva Laredo Plan by ensuring continuity of comprehensive care and support services for women, infants, children, and youth (WICY) affected by HIV/AIDS. Through collaboration with regional partners, the program expands access to specialized medical, dental, and supportive care for underserved populations across Webb, Jim Hogg, Starr, and Zapata Counties. This directly addresses the Plan's goals of improving healthcare access, reducing disparities, and strengthening maternal and child health outcomes. The continuation of the Ryan White Part D program ensures equitable access to critical HIV prevention, treatment, and case management services for vulnerable families, aligning with the City's commitment to holistic public health and wellness.

PREVIOUS COUNCIL ACTION
On October 28, 2024, Council approved Resolution 2024-R-316.

BACKGROUND
The Texas Department of State Health Services, South Texas Development Council, University of Texas Health Science Center San Antonio and the Valley AIDS Council continue to collaborate and contract with the City of Laredo Public Health Department for the HIV Ryan White Part D HIV Prevention, Treatment and Care Services to plan, develop and deliver comprehensive outpatient

medical, dental, healthcare, prevention, case management, and support services to meet the identified needs of women, children and families with AIDS or HIV disease in the Health Service Delivery Area of Jim Hogg, Starr, Zapata, and Webb Counties.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Resolution.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	HIV Ryan White Part D WICY Grant
Account #:	226-6505
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The revenue account 226-0000-327-9031 and the expenditure division 226-6505 with Project Number HEVA11.

CONTINUED AGREEMENT FOR RYAN WHITE PART D SUBCONTRACT BETWEEN VALLEY AIDS COUNCIL D/B/A WESTBROOK CLINIC AND CITY OF LAREDO HEALTH DEPARTMENT

PURPOSE: This is a Continued Agreement entered into between Valley AIDS Council d/b/a Westbrook Clinic (VAC) and the City of Laredo Health Department. This Continued Agreement is for the Ryan White Part D Subcontract between Valley AIDS Council d/b/a Westbrook Clinic and City of Laredo Health Department that was effective from August 1, 2025, through July 31, 2026.

WHEREAS the original Agreement contemplated and by its own terms provided that the original 2019 to 2020 Agreement could be amended if mutually agreed upon and if the Amendment was executed by all parties.

WHEREAS, VAC and the City of Laredo Health Department (City), by mutual agreement and by execution of the First Amendment extended the original agreement to make it effective for an additional year.

WHEREAS, VAC and the City of Laredo Health Department (City), by mutual agreement and by execution of this Amendment wish to again extend the original agreement to make it effective for an additional year.

TERM OF CONTINUED Agreement: The term of this Agreement shall extend the original Agreement from August 1, 2025, through July 31, 2026.

CONTINUED AMENDMENT: City agrees that the terms and conditions of payment remain the same. The award amount for 2025-2026 is $26,880. VAC shall compensate City as outlined in the original Agreement subject to the conditions set forth in the original Agreement. City will furnish and provide Ryan White Part D Services. City's Reporting and Accountability requirements set forth in the original Agreement remain the same to include completing and submitting the requisite FFATA CERTIFICATION, establishing the requisite safeguards set forth in the original Agreement as well as complying with all other terms and conditions set forth in the original Agreement attached as an Exhibit hereto as well as complying with all laws, regulations, and program requirements.

SCOPE OF WORK: City will continue to provide Ryan White Part D Services, submit the required reports, and otherwise perform and provide Part D Services for Women, Infants, Children, and Youth in accordance with Ryan White HIV/AIDS Program requirements.

GENERAL. Except as specifically amended herein, all Terms and Conditions of the original Agreement shall remain in full force and effect.

IN WITNESS HEREOF, Valley AIDS Councill and the City of Laredo Health Department, by and through their duly authorized representatives by mutual agreement and by executing this Amendment through their duly authorized representatives hereby amend and extend the original Agreement as set forth herein.

Valley AIDS Council d/b/a Westbrook Clinic

By: _____

Name: Wally Cantu

Title: Chief Executive Officer

Date: _____

City of Laredo Health Department

By: _____

Name: _____

Title: _____

Date: _____

2025-R-222

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO RATIFY AND ENTER INTO A CONTINUATION CONTRACT WITH VALLEY AIDS COUNCIL FOR THE HIV RYAN WHITE PART D WOMEN, INFANTS, CHILDREN, AND YOUTH (WICY) PROGRAM GRANT, IN THE AMOUNT OF $26,880.00, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR THE TERM FROM AUGUST 01, 2025 THROUGH JULY 31, 2026. FUNDS WILL BE ACCOUNTED FOR IN THE PUBLIC HEALTH DEPARTMENT FUND – HIV RYAN WHITE PART D GRANT.

WHEREAS, the Texas Department of State Health Services, South Texas Development Council, University of Texas Health Science Center San Antonio and the Valley AIDS Council continue to collaborate and contract with the City of Laredo Public Health Department for the HIV Ryan White Part D HIV Prevention, Treatment and Care Services to plan, develop and deliver comprehensive outpatient medical, dental, healthcare, prevention, case management, and support services to meet the identified needs of women, children and families with AIDS or HIV disease in the Health Service Delivery Area of Jim Hogg, Starr, Zapata, and Webb Counties.

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

Section 1: The City Manager is hereby authorized to accept and enter into a continuation contract with Valley AIDS Council for the HIV Ryan White Part D Women, Infants, Children, and Youth (WICY) Program grant, in the amount of $26,880.00, with no match for the City of Laredo Public Health Department for the term from August 01, 2025 through July 31, 2026. Funds will be accounted for in the Laredo Public Health Department Fund – HIV Ryan White Part D Grant.

Section 2: The revenue account 226-0000-327-9031 and the expenditure division 226-6505 with Project Number HEVA11.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2024.

_____

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM
DOANH T. NGUYEN, CITY ATTORNEY

_____
AMBER R. HOLMES
ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 9/15/2025 **Resolution 33.**

SUBJECT
Authorizing the City Manager to accept a grant in the amount of $5,068,104.00 from the Commission on State Emergency Communications to fund the 9-1-1 Program and Equipment for the South Texas Region, including Jim Hogg, Starr, Webb, and Zapata Counties, for the period beginning September 1, 2025 through August 31, 2027.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City of Laredo approved Resolution 2003-R-066 requesting that the Commission on State Emergency Communications designate the City of Laredo as the administrator of the Region's 9-1-1 Emergency Communication System. At the February 4, 2004 meeting, the Commission on State Emergency Communications designated the City of Laredo, as the Administrator for the Region's 9-1 -1 System, which became effective March 1, 2004. As administrators for the South Texas Development Council (STDC), the City of Laredo oversees the four county region of Jim Hogg, Starr, Webb and Zapata.

The Commission on State Emergency Communications (CSEC) has awarded $2,534,052.00 to the City of Laredo 9-1-1 Regional Administration for FY 2026 and awarded $2,534,052.00 for FY 2027 for the 9-1-1 Program and Equipment expenses.

This grant allocation allows the 9-1-1 Regional Administration to administer the 9-1-1 Program for the South Texas Region, including maintaining state compliance measures for the eight (8) Public Safety Answering Points (Laredo Police Department, Webb County Sheriff's Office, Jim Hogg County Sheriff's Office, Starr County Sheriff's Office, Rio Grande Police Department, Roma Police Department, Zapata County Sheriff's Office, and the Backup Training Center), maintaining the 9-1-1 Database, Equipment Replacement, and coordinating 9-1-1 Public Education efforts.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION

Staff recommends approval of Resolution.

Fiscal Impact

Fiscal Year:	2026-2027
Budgeted Y/N?:	Y
Source of Funds:	911 Regional Fund
Account #:	258
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

FY2026	$2,534,052	PROJECT:RCOM26	Sep 01, 2025- Aug 31, 2026
FY2027	$2,534,052	PROJECT:RCOM27	Sep 01, 2026- Aug 31, 2027
TOTAL=	**$5,068,104**		

COUNCIL COMMUNICATION

DATE:	SUBJECT: RESOLUTION **AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT IN THE AMOUNT OF $5,068,104.00 FROM THE COMMISSION ON STATE EMERGENCY COMMUNICATIONS TO FUND 9-1-1 PROGRAM AND EQUIPMENT BUDGETS FOR THE SOUTH TEXAS REGION, INCLUDING JIM HOGG, STARR, WEBB, AND ZAPATA COUNTIES, FOR THE PERIOD BEGINNING SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2027.**

INITIATED BY:	STAFF SOURCE: Joe Rivera, Information Services and Telecommunications Director

PREVIOUS COUNCIL ACTION:
None.

BACKGROUND:

The City of Laredo approved Resolution 2003-R-066 requesting that the Commission on State Emergency Communications designate the City of Laredo as the administrator of the Region's 9-1-1 Emergency Communication System. At the February 4, 2004 meeting, the Commission on State Emergency Communications designated the City of Laredo as the Administrator for the Region's 9-1-1 System, which became effective March 1, 2004. As administrators for the South Texas Development Council (STDC), the City of Laredo oversees the four county region of Jim Hogg, Starr, Webb and Zapata.

The Commission on State Emergency Communications (CSEC) has awarded $2,534,052.00 to the City of Laredo 9-1-1 Regional Administration for FY 2026 and awarded $2,534,052.00 for FY 2027 for 9-1-1 Program and Equipment expenses.

This grant allocation allows the 9-1-1 Regional Administration to administer the 9-1-1 Program for the South Texas Region, including maintaining state compliance measures for the eight (8) Public Safety Answering Points (Laredo Police Department, Webb County Sheriff's Office, Jim Hogg County Sheriff's Office, Starr County Sheriff's Office, Rio Grande Police Department, Roma Police Department, Zapata County Sheriff's Office, and the Backup Training Center), maintaining the 9-1-1 Database, Equipment Replacement, and coordinating 9-1-1 Public Education efforts.

FINANCIAL IMPACT:

FY 2026	$2,534,052.00	Project: RCOM26	Sep 01, 2025- Aug 31, 2026
FY 2027	$2,534,052.00	Project: RCOM27	Sep 01, 2026- Aug 31, 2027
Total:	**$5,068,104.00**		

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION**:
N/A	Staff recommends approval of Resolution.

RESOLUTION NO.

AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT IN THE AMOUNT OF $5,068,104.00 FROM THE COMMISSION ON STATE EMERGENCY COMMUNICATIONS TO FUND 9-1-1 PROGRAM AND EQUIPMENT BUDGETS FOR THE SOUTH TEXAS REGION, INCLUDING JIM HOGG, STARR, WEBB, AND ZAPATA COUNTIES, FOR THE PERIOD BEGINNING SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2027.

WHEREAS, on September 16, 2024 City Council adopted the 9-1-1 Regional Administration fiscal year 2025-2026 annual budget (RCOM26); and

WHEREAS, on September 15, 2025, City Council adopted the 9-1-1 Regional Administration fiscal year 2026-2027 annual budget (RCOM27); and

WHEREAS, the City of Laredo will accept a grant from the Commission on State Emergency Communications (CSEC) to fund the 9-1-1 Program and Equipment budgets for the South Texas Region; and

WHEREAS, on July 30, 2025, the Commission on State Emergency Communications approved the FY 2026 and FY 2027 Strategic Plan for South Texas 9-1-1 Region, as administered by the City of Laredo; and

WHEREAS, the Strategic Plan authorizes expenses for all administrative, program, and capital budgets for South Texas Region, including Jim Hogg, Starr, Webb and Zapata Counties; and

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

Section 1:
The City of Laredo 9-1-1 Regional Administration will accept a grant from the Commission on State Emergency Communications to fund 9-1-1 program and equipment budgets in order to administer the 9-1-1 Service Program in the South Texas Region.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:
CITY ATTORNEY

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 34.**

SUBJECT
Authorizing the City Manager to approve and execute a contract with Sole Source Vendor Western States Communications, Inc. (WSCI) for 9-1-1 Customer Premise Equipment (CPE) Maintenance and Router Maintenance for the South Texas Region, including Webb, Jim Hogg, Starr and Zapata Counties, in the amount of $353,472.45 for a two-year period. Services will commence from September 1, 2025 through August 31, 2027. Funding is available in the 9-1-1 Regional Fund for FY26 and FY27 to cover each year.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City of Laredo approved Resolution 2003-R-066 requesting that the Commission on State Emergency Communications designate the City of Laredo as the administrator of the Region's 9-1-1 Emergency Communication System. At the February 4, 2004 meeting, the Commission on State Emergency Communications designated the City of Laredo as the Administrator for the Region's 9-1-1 System, which became effective March 1, 2004. As administrators for the South Texas Development Council (STDC), the City of Laredo oversees the four county region of Jim Hogg, Starr, Webb and Zapata.

This maintenance agreement with Western States Communications, Inc. (WSCI) is for 9-1-1 Customer Premise Equipment (CPE) Maintenance and Router Maintenance for the South Texas Region in the amount of $353,472.45 for a two-year period. WSCI is a Sole Source vendor. Services will be provided from September 1, 2025 through August 31, 2027. Funding is available in the 9-1-1 Regional Fund for FY26 and FY27 to cover each year.

WSCI provides preventative maintenance and scheduled maintenance to ensure 9-1-1 equipment is running smoothly 24 hours a day/ 7 days a week. In the case of a critical incident, WSCI will provide critical maintenance to the equipment.

Service coverage is for all eight Public Safety Answering Points (PSAPs) in the South Texas Region, including Jim Hogg County Sheriff's Office, Rio Grande City Police Department, Roma Police Department, Starr County Sheriff's Office, Webb County Sheriff's Office, Zapata County Sheriff's

Office, the Laredo Police Department, and the Backup Training Center located at the 9-1-1 Regional Administration building.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year:	2026-2027
Budgeted Y/N?:	Y
Source of Funds:	State Funds
Account #:	258
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Funds are available in the 9-1-1 Regional Fund RCOM26 & RCOM27.

Vendors	Services	Account	Projected Amount
WSC	MAIN. Y1	258-5568-523.82-06	$174,621.57
WSC	MAIN. Y2	258-5568-523.82-06	$178,850.88
	TOTAL		**$353,472.45**

WESTERN STATES COMMUNICATIONS, INC.
MAINTENANCE AGREEMENT
E 9-1-1

This Maintenance Agreement (the "Agreement"), dated as of the day of Contract Acceptance is entered into by and between _City of Laredo - South Texas Development Council_("Customer"), having its principal offices at _912 Matamoros St, Laredo Texas, and Western States Communications, Inc. (WSCI), having its principal offices at 6756 Spindle Top Rd., San Angelo, Texas 76901.

RECITALS

WHEREAS, Customer desires that WSCI provide certain maintenance services for the existing 9-1-1 systems located in the Commission, in and around Laredo Texas and

WHEREAS, WSCI desires to provide such maintenance services to Customer.

NOW THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

SECTION 1. DEFINITIONS

1.1. Terms. For purposes of this Agreement and any amendment thereto, the following terms are defined as set out below or in the Section referenced below:

"9-1-1 Equipment" shall mean all computer hardware, attendant console equipment, ancillary equipment such as printers and uninterruptible power supply, and other associated equipment as identified on **Attachment A** hereto.

"Critical Maintenance Requirement" shall mean: ALI host computer failure, no incoming or outgoing calls on all positions, inability to receive ANI on all calls and positions, not able to establish a voice connection with other PSAP's in the Customer's configuration, call recorder printer failure, network failure preventing an exchange from reaching 911, more than 50% of positions failing, and any other service interruption that disables 911 call-processing.

"Holidays" shall mean those days that are declared as such by the corresponding federal or state authority in the PSAP's geographic area.

"Information" shall mean information, drawings, specifications or data provided by the WSCI to the Costumer.

"Maintenance Service" shall mean maintenance with respect to Systems Software and E9-1-1 CPE for service interruptions seven (7) days a week, twenty-four (24) hours a day, including Holidays.

"Normal Business Hours" shall mean Monday thru Friday 8AM to 5PM Central Time.

"Normal Maintenance Requirement" shall mean: calls routing to wrong PSAP, E9-1-1 CPE not functioning properly but not preventing 911 call handling, low volume or static on less than 50% of the positions, printer not feeding properly, occasional transfer interruptions, and any other interruption that does not prevent 911 call processing.

"PSAP" or "Public Service Answering Point" shall mean the public safety communications center where 9-1-1 calls, placed by the public for a specific geographic area, will be answered.

SECTION 2. TERM OF THE AGREEMENT

This Agreement shall be effective on September 1, 2025, and shall continue until August 31, 2027. Either party may terminate the Agreement prior to the date established hereto pursuant to a Thirty (30) day written notice given to the other party. This agreement shall automatically renew and continue in force on a year-to-year basis ("Extended Term") for two consecutive years (price subject to change at that renewal period) or until terminated by either party upon thirty (30) days written notice to the other party prior to the expiration of the Initial Term or any subsequent Extended Term.

SECTION 3. REPRESENTATIONS AND WARRANTIES

Each party hereto represents to the other party that:

(a) Such party has authority to enter into this Agreement.

(b) No officer, director, employee or agent of such party has been or will be employed, retained, paid a fee or otherwise has received or will receive, directly or indirectly, any personal compensation, or any other consideration outside the specific terms of the Agreement in connection with or in contemplation of this Agreement or any future work order.

(c) In performing services hereunder, WSCI is acting as an independent contractor, not as an employee of Customer, its member governments or the State of _TX_. WSCI further agrees to be responsible for any payments and other claims due its employees and to comply with all state and federal laws applicable to such individuals, including laws relating to wages, taxes, insurance and workers' compensation.

(d) WSCI warrants that it is either the owner or licensee of any software involved herein and all documentation related to any such software and has the right and power to deliver and license the software and all documentation related to the software.

SECTION 4. SERVICES TO BE PROVIDED BY WSCI

In the manner hereinafter set forth, WSCI shall provide ongoing maintenance services on the 9-1-1 Equipment at the PSAP or PSAPs throughout the term of the agreement.

4.1. Substitutions, Deviations and New Models

(a) WSCI may, upon mutual written agreement, implement changes in the products or substitute products of more recent technological designs.

(b) Customer shall determine that such changes, modifications or substitutions will not materially affect physical or functional interchangeability or performance.

4.2. Maintenance

(a) In the case of a Critical Maintenance Requirement, the technicians shall respond to the PSAP within 2 hours of notification of the maintenance requirement, including weekends and holidays.

(b) In the case of a Normal Maintenance Requirement, the technician shall respond to the PSAP within 4 hours hours of notification of the maintenance requirement, during normal business hours.

(c) If a response to a Critical Maintenance Requirement is not provided within six hours of notification, Customer may arrange with an alternate service provider to provide such maintenance services for such Critical Maintenance Requirement. WSCI shall reimburse Customer any reasonable costs incurred by Customer in connection with such maintenance by an alternate service provider.

(d) If a response to a Normal Maintenance Requirement is not provided within three days of notification, Customer may arrange with an alternate service provider to provide such maintenance services for such Normal Maintenance Requirement. WSCI shall reimburse Customer any reasonable costs incurred by Customer in connection with such maintenance by an alternate service provider.

4.3. Delay by PSAP

(a) WSCI shall not be liable for any delay or failure to comply with the terms of this Agreement caused solely by an unreasonable action on the part of a PSAP which impairs WSCI's ability to perform hereunder. WSCI shall promptly notify Customer of any delay caused by a PSAP and shall fully cooperate with Customer to complete the maintenance at the PSAP in a timely manner. Delay caused by the unreasonable action of a PSAP shall not constitute grounds for termination of this Agreement by WSCI unless such delay extends beyond ninety days.

4.4. Force Majeure

(a) Neither party will be liable for any delay or failure to comply with the terms of this Agreement due to labor strikes, natural catastrophes, civil disturbances, weather, material shortages, government regulations or other similar causes beyond the party's reasonable control and not attributable to the party's neglect or nonfeasance; however, if notice is not given within ten days after the commencement of an event of force majeure, any excuse for performance shall be waived.

4.5. Access

(a) Customer will provide to WSCI, at no cost, all easements, permits or other access to premises required for WSCI to perform the maintenance services provided herein in a timely manner.

4.6. Building Damages

(a) After performing any maintenance services hereunder, WSCI shall restore the equipment room and installation site to its pre-existing condition. WSCI shall be liable and responsible for any damages to the Premises caused by its work hereunder. Any necessary repairs to damages made by WSCI in the provision of maintenance services will be the sole cost and expense of WSCI.

4.7. Errant Service Request

(a) If WSCI responds to a request for Customer for service or maintenance pursuant hereto and determines that the problem does not involve the 9-1-1 Equipment covered by this Agreement, WSCI shall have no obligation to perform any service unless Customer agrees to pay for such service or maintenance at WSCIs then prevailing standard rate for such service or maintenance. In the event WSCI determines that a problem is not in the 9-1-1 Equipment and refers Customer to the servicing telephone company and the telephone company determines that the problem is in the 9-1-1 Equipment, then WSCI shall reimburse Customer for all reasonable charges billed by the telephone company to Customer for such errant service request.

4.8. Replacement Parts

(a) Customer will have the sole responsibility for maintaining or procuring an inventory of replacement parts for the 9-1-1 Equipment. If WSCI discovers that any such replacement parts have been discontinued by the manufacturer thereof, WSCI will notify Customer of such discontinuance. WSCI will make commercially reasonable efforts to locate an alternative to the discontinued replacement part. WSCI will not be liable for failing to perform any Service or maintenance under this Agreement if such failure is caused solely by the unavailability of discontinued replacement parts and a reasonable substitute for such discontinued parts.

SECTION 5. COMPENSATION

Customer shall pay WSCI the sum of $140,976.97 for the first year (9/1/25 through 8/31/26) for the **CPE Maintenance Services** provided under this Agreement. Such sum shall be payable as one annual payment at the beginning of each one year term (prepayment of both years is acceptable as well). Costs based on amended previous contract EC07-20. Cost will be $145,206.28 for the second year (9/1/26 through 8/31/27) of this contract period as outlined in Section 2 above.

Additionally, we are including **Router Maintenance** under this agreement. The annual cost for such support and maintenance will be $33,644.60 per year and shall be payable at the beginning of each year (prepayment of both years is acceptable as well).

SECTION 6. PREVENTATIVE MAINTENANCE

6.1. Customer acknowledges that WSCI offers a comprehensive preventative maintenance program (PM), to be carried out on a semi-annual basis.

6.2. Attached hereto as **Attachment B** is an inspection worksheet, which describes the Preventative Maintenance Program to be performed by WSCI.

6.3. In the event the customer desires to contract for the Preventative Maintenance Service, the customer shall sign the Preventative Maintenance Schedule and deliver such signed copy to WSCI.

6.4. The annual cost for such preventative maintenance shall be $0.00 per site paid annually and due upon signing of the contract by both parties. Preventative maintenance services rendered shall otherwise be subject to the terms and conditions of this agreement.

SECTION 7. GENERAL TERMS AND CONDITIONS

7.1. Amendments. This Agreement may be amended only by the written agreement of the parties.

7.2. Applicable Law. This Agreement shall be governed and construed according to the substantive law of the state where Customer is located.

7.3. Assignment. Customer may not assign or transfer its rights or obligations under this Agreement except with the prior written consent of WSCI.

7.4. Cure

(a) Neither party hereto will be deemed to be in default under any term of this Agreement or any work order executed pursuant hereto and neither party

will seek or be entitled to enforce any remedy for any claimed default, including termination of a work order or this agreement, unless the defaulting party fails to cure or correct the alleged default within fourteen days following receipt of written notice thereof from the other party.

7.5. Discrimination Prohibited

(a) WSCI affirms that it shall not discriminate against any individual on the basis of race, creed, sex, national origin, disability or religion.

7.6. Indemnification

(a) Subject to the next paragraph, WSCI agrees to indemnify, defend and hold Customer harmless from and against any and all liability, loss, damage or expense to the extent such claim is attributable to the negligence or intentional malfeasance of WSCI, its employees, agents or representatives.

(b) WSCI agrees to indemnify, protect and hold Customer harmless with respect to any suit, claim, or proceeding brought against Customer alleging that Customer's exercise of its rights hereunder or use of 9-1-1 Equipment in the form supplied by WSCI constitute a misuse of any proprietary or trade secret information or an infringement of any patent, copyright or other intellectual property right. WSCI agrees to defend Customer against any such claims and to pay all litigation costs, attorneys fees, settlement payments and any damages awarded or resulting from any such claim; provided that Customer shall, upon receiving notice of any such claim, promptly notify WSCI of same. WSCI shall have no obligation to indemnify Customer against any such claim that is based upon other than normal use of the 9-1-1 Equipment supplied hereunder.

7.7. Non-Waiver

(a) No course of dealing or failure of either party to enforce strictly any term, right or condition of this Agreement will be construed as a waiver of such term, right or condition.

7.8. Notices

(a) Any notice or demand which under the terms of this Agreement or otherwise must or may be given or made by WSCI or Customer will be in writing and given by certified or registered mail, return receipt requested, addressed to the respective parties as follows:

If to Customer:

City of Laredo – South Texas Development Council
912 Matamoros St
Laredo, Texas 78042
Attn: Amanda Tienda

If to WSCI:

WESTERN STATES COMMUNICATIONS, INC.
6756 Spindle Top Rd.
San Angelo, TX 76901
Attn: Andy Bollinger, Exec VP

(b) Any notice issued pursuant to this Agreement shall be deemed to have been given or made when deposited, postage prepaid, in the U.S. mail. The above addresses may be changed at any time by giving ten days prior written notice as above provided.

7.9. Releases and Waivers

(a) Customer will not require waivers or releases from employees of WSCI in connection with visits by such employees to the Premises pursuant to the performance of this Agreement. WSCI agrees to adhere to Customer's reasonable security policies and procedures while on the Premises, provided WSCI is aware thereof and such policies do not conflict with WSCI's labor agreement with its employees. In the event of a conflict, either the parties will mutually agree on a compromise or the applicable work order may be terminated with penalty to either party, subject to the notice and payment provisions set forth.

7.10. Limitation of Liability

(a) WSCI's liability, if any, whether in contract, tort or otherwise, shall be limited to direct damages which shall not exceed the payment of the maintenance services provided hereunder and under no circumstances shall WSCI be responsible or liable for indirect, incidental or consequential damages, including, but not limited to damages arising from the use or performance of the equipment or the loss of data. In connection with this limitation of liability, the parties recognize that WSCI may, from time to time, provide advices, make recommendations or supply other analysis related to the equipment or services described in this Agreement, and while WSCI shall use its best efforts in this regard, Customer acknowledges and agrees that this limitation of liability shall apply to the provision of such advice, recommendations and analysis. Nothing herein is intended to or shall modify any statutory protection from liability applicable to WSCI or to Customer.

7.11. Severability

(a) If any of the provisions of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if it did not contain the particular invalid or unenforceable provision, and the rights and obligations of the parties will be construed and enforced accordingly.

7.12. Use of Information

(a) To the extent allowed by law, Customer agrees to keep confidential all the information, drawings, specifications or data (the "Information"), furnished by WSCI to Customer in connection with the services and the 9-1-1 maintenance provided hereunder. All copies of such Information will be returned to WSCI upon request.

7.13. Warranty

(a) WSCI provides warranties as set forth in the Request and the Proposal.

SECTION 8. TERMINATION

8.1. Neither this Contract nor any work order issued pursuant hereto shall be terminated, suspended or canceled except as expressly permitted herein. Notwithstanding any other term or provision to the contrary herein or in any work order, either party hereto may, at its election and upon fourteen days written notice, terminate, suspend or cancel any work order or this Agreement without any further liability or obligation to the other party in the event that:

(a) Either party fails to fulfill any material obligation set forth herein or if funds are unavailable to Customer from which to pay for Services or for 9-1-1 Maintenance hereunder, provided that such unavailability of funds is the result of the legislative appropriation process or other process through which Customer receives funding for its 9-1-1 functions and services.

(b) Any federal, state or local governmental agency or regulatory body or a court or tribunal of competent jurisdiction renders or enters an order, ruling, regulation, directive, decree or judgment which restricts or prohibits either party from continuing, impairs either party's ability to continue, or makes impractical or unduly expensive either party's continuance under this Agreement.

(c) Thirty days written notice of any intent to terminate shall be given to the other party by the terminating party, and, in the event of termination by Customer, WSCI shall cease providing services hereunder. In the event of early termination of this Agreement, WSCI shall be paid for services provided until the termination date.

(d) In addition to the foregoing, this Agreement may be terminated by Customer at any time. Such termination shall be given no later that thirty days prior to the Maintenance Payment Date and shall be effective on the last day of the preceding Maintenance Year.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Maintenance Service Agreement to be signed in their respective names.

WESTERN STATES COMMUNICATIONS, INC.

By: ___- SIGNED -_____
Name: __ANDY L. BOLLINGER_____ Date: __8/1/2025_____
Title: ___EXECUTIVE VICE PRESIDENT_____

CITY OF LAREDO – SOUTH TEXAS DEVELOPMENT COUNCIL

By: _____
Name: _____ Date: _____
Title: _____

ATTACHMENT A
Equipment List

See inventory list

Attachment B

WSCI SEMI-ANNUAL PREVENTIVE MAINTENANCE WORKSHEET

Site Name: ____STDC SITES_____ Address: _____SEE ABOVE____

SECTION 9. ITEMS TO BE INSPECTED

(a) Physical Appearance

Premise Clean and Environment Conditions Met	Yes [ ]	No[ ]
UPS and Transfer Switch Properly Installed	Yes [ ]	No[ ]
Cabling Secured and Properly Installed	Yes [ ]	No[ ]
911 Associated Equipment Properly Stenciled	Yes [ ]	No[ ]
Manuals and Prints on Premise	Yes [ ]	No[ ]
System Configuration annotated in Installation Manual	Yes [ ]	No[ ]
911 Equipment Properly Powered from UPS	Yes [ ]	No[ ]
Availability of Site Spares including Fuses	Yes [ ]	No[ ]
General Appearance of Workstations	Yes [ ]	No[ ]

(b) System Operation

Alarms Function Correctly	Yes [ ]	No[ ]
Test Ringing and Tones	Yes [ ]	No[ ]
Console Features Operate Correctly	Yes [ ]	No[ ]
Speed Call and Transfer List is Correct	Yes [ ]	No[ ]
Tandem Transfer Functions Correctly	Yes [ ]	No[ ]
Make Busy Switch Functions Correctly	Yes [ ]	No[ ]
Printer Functions Correctly	Yes [ ]	No[ ]
UPS Functions Correctly	Yes [ ]	No[ ]
Date and Time Display Correctly	Yes [ ]	No[ ]

(c) Grounding

Proper Grounding Installed (ASEE Standards)	Yes [ ]	No[ ]
APU Grounded (Per Standard)	Yes [ ]	No[ ]
UPS Grounded (Per Standard)	Yes [ ]	No[ ]
Equipment Cabinets Grounded (Per Standard)	Yes [ ]	No[ ]

Accepted this day:_____

By: _____ Title: _____

City of Laredo Sole Source Affidavit

Compliance with Texas Local Government Code Chapter 252.021 is not required for purchases that are available from only one source, including: An item for which competition is precluded because of a patent, copyright, secret process, or monopoly. The item is a film, manuscript, or book. The item is a utility service, including electricity, gas, or water. The item is a captive replacement part or component for equipment. The sole source exception does not apply to mainframe data processing equipment and peripheral attachments with a single-item purchase price in excess of $15,000.

---

1. My name is (Print Name) Andy Bollinger
   I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit. I am authorized to sign contracts for the following company or firm:

   Company: Western States Communications, Inc
   Address: 6756 Spindle Top Rd
   City, State, Zip Code: San Angelo, TX 76901
   Telephone Number: (325) 944-9919
   Fax Number: ( ) 325-944-2068
   E-mail Address: andy@wsc911.com

2. The above-named company or firm is the sole source of the following item(s) and no other company or firm in the United States of America sells or distributes the products listed below:
   Annual maintenance of the E9-1-1 equipment along with battery swaps, router maintenance and all other 9-1-1 related hardware and software moves are sole responsibility of WSC due to maintenance contracts in place and to keep the warranty valid with the manufacturer

3. Competition in providing the above-named item(s) is precluded due to:

   _____A patent
   _____A copyright
   _____A secret process
   _____A monopoly
   _____It is a film
   _____It is a manuscript
   _____It is a book
   _____It is a utility service, including electricity, gas, or water (does not apply to parts *used for* utility services)
   XXXIt is a captive replacement part or component for equipment
   _____Other circumstances provided by Texas Local Government Code 252.022 (provide details above)

4. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above-named item(s) or product(s) because of exclusive distribution or marketing rights.

5. This affidavit is valid for a period of one year, or until changed circumstances render it inaccurate, whichever occurs first.

Andy L Bollinger
Signature of Authorized Official

EXEC VP/CFO
Title of Authorized Official

08-22-2025
Date

City of Laredo Sole Source Affidavit

NOTARY USE ONLY

Subscribed and Sworn to before me this 22nd day of August, State of Texas, County of Tom Green

Andy K Bollinger
Signature of Applicant

Jessica Meador
Signature of Notary Public

JESSICA MEADOR
Notary ID #129398864
My Commission Expires
April 28, 2029

Purchasing Department Use ONLY

Approved _____

Not Approved Return to Using Department _____

Purchasing Agent Signature

Date

City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 35.**

SUBJECT
Consideration to enter into a contract with Granicus through Carahsoft for Service Cloud program. Service Cloud bundles most of the current Granicus solutions that the City of Laredo is currently subscribed to and adds two additional products, Experience Agent (website chatbot) and OneView (311 solution). Bundling of the software licensing results in overall cost reductions and co-termination of contract dates. This is a three-year contract for the total amount of $320,730.64. FY 24-25 payment, credits have been applied to year one of the restructured Service Cloud agreement. The remaining one-time payment of $44,548.56 is due for implementation services for both Experience Agent and the OneView software. The agreement is through Carahsoft under DIR Contract #DIR-CPO-5687. Funding is available in the Information Services and Telecommunication Fund and General Fund.

PREVIOUS COUNCIL ACTION
Current contract approved April 22, 2025.

BACKGROUND

BACKGROUND:

IST is recommending that we restructure our service/maintenance agreement under Granicus' Service Cloud program. Under this program we will consolidate the following solutions into one agreement, which allows us to leverage discounted pricing and co-termination of contract dates.

- GovAccess Developer Toolkit
- Legistar
- GovMeetings Live Cast
- Granicus Live Cast Encoding Software
- eComment
- Boards and Commissions
- Open Platform Suite
- Send Agenda (Legistar)
- Open Platform Suite
- govDelivery for Integrations
- Experience Agent
- OneView

We are mid-year into the current service agreement, which means that the City will receive pro-ration credits for the remaining service payments already made. Under Service Cloud the City will introduce two new software solutions, Experience Agent (website chatbot) and OneView (a new 311 software

solution). This is a three-year agreement. The yearly payment for Service Cloud, even with the addition of these new software solutions, has cost savings from the current agreement.

09/20/2025: $44,548.56 (includes pro-rated credits and one-time implementation fees) 05/2026: $133,421.30 05/2027: $142,760.78

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of contract purchase of $44,548.56.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	N/A
Account #:	595-5525-513-5588 / 101-1270-513-5588
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding for this purchase is available in the Information Services and Telecommunication department, Support Services account - 595-5525-513.55-88 and the City Manager's 311 Program-support services - 101-1270-513-5588.

09/20/2025
101-1270-513-5588 $44,548.56

05/2026
595-5525-513-5588 $98,421.30
101-1270-513-5588 $35,000

05/2027
595-5525-513-5588 $107,760.78
101-1270-513-5588 $35,000

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION(S)
10/06/2025	Consideration to enter into a contract with Granicus through Carahsoft for Service Cloud program. Service Cloud bundles most of the current Granicus solutions that the City of Laredo is currently subscribed to and adds two additional products, Experience Agent (website chatbot) and OneView (311 solution). Bundling of the software licensing results in overall cost reductions and co-termination of contract dates. This is a three-year contract. Current FY 24-25 payment credits have been applied to year one of the restructured Service Cloud agreement. A remaining one-time payment of $44,548.56 is due for implementation services for both Experience Agent and the OneView software. Agreement is through Carahsoft under DIR Contract #DIR-CPO-5687. Funding is available in the Information Services and Telecommunication department's, Support Services division and the City Manager's Office department.

INITIATED BY:	STAFF SOURCE:
Steve Landin; Assistant City Manager	Joe Rivera; Information Services & Telecommunications Director

PREVIOUS COUNCIL ACTION: Current contract approved April 22, 2025.

BACKGROUND:

IST is recommending that we restructure our service/maintenance agreement under Granicus' Service Cloud program. Under this program we will consolidate the following solutions into one agreement, which allows us to leverage discounted pricing and co-termination of contract dates.

- GovAccess Developer Toolkit
- Legistar
- GovMeetings Live Cast
- Granicus Live Cast Encoding Software
- eComment
- Boards and Commissions
- Open Platform Suite
- Send Agenda (Legistar)
- Open Platform Suite
- govDelivery for Integrations
- Experience Agent
- OneView

We are mid-year into the current service agreement, which means that the City will receive pro-ration credits for the remaining service payments already made. Under Service Cloud the City will introduce two new software solutions, Experience Agent (website chatbot) and OneView (a new 311 software solution). This is a three-year agreement. The yearly payment for Service Cloud, even with the addition of these new software solutions, has cost savings from the current agreement.

09/20/2025: $44,548.56 (includes pro-rated credits and one-time implementation fees)
05/2026: $133,421.30
05/2027: $142,760.78

FINANCIAL IMPACT:

Funding for this purchase is available in the Information Services and Telecommunication department, Support Services division – 595-5525-513.55-88 and the City Manager's Office department.

COMMITTEE RECOMMENDATION: N/A	**STAFF RECOMMENDATION:** Approval of contract purchase of $44,548.56.

City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 36.**

SUBJECT
Consideration to award contract FY25-064 to Security Management Group, LLC, Laredo, TX, up to the annual amount of $203,580.00 and for the total contract value of $1,017,900.00 for security guard services for the Laredo Public Libraries. Totals of this contract, annually and overall, will be contingent upon funding. Term of the contract is two (2) years with three (3) one-year renewals. The term of this contract will begin at the start of the next upcoming fiscal year (October 1, 2025). Partial funding is currently available in the General Fund-Library Operational Fund.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Libraries, as community gathering places, aim to provide services to the community in a safe and welcoming environment as stated in the 2022-2026 Laredo Public Libraries Strategic Plan. In order to achieve these strategic priorities, the Libraries put out a Request for Proposals (FY25-064) and received fourteen (14) bids for services.

After considering cost of services and proposed price scheduling, references and prior contracts, customer services, licensing, and uniforms and dress code the Libraries opted for Security Management Group, LLC, as the most cost-effective solution to ensure security guard services at all Laredo Public Libraries branches.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this contract.

Fiscal Impact

Fiscal Year:	2025-2026
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.

Change Order: Exceeds 25% Y/N: Click or tap here to enter text.

FINANCIAL IMPACT:
Funding is available in the Library Operational Fund.

FY25-064 RFP Security Guard Services - Library Department

RECOMMENDATION PANEL RATING SHEET

Rating after Interviews

Return completed Evaluation Sheet to Purchasing for tabulation.

Name: Angelica Garza

Date: 8/28/2025

Signature Angelica Garza

* RATE USING 5 POINT INCREMENTS PLEASE		Firms Listed in Alphabetical Order				
Evaluation Criteria	MAXIMUM RATING *	Blackstone Security Services of Texas, Inc.	Good Guard Security, Inc.	Krypton SG LLC	Security Management Group, LLC	Universal Security Guard Association, Inc.
PROPOSED PRICE SCHEDULE / FINANCIAL AND STRATEGY OF COMPANY	50	45	Ø	40	50	45
REFERENCES & PRIOR CONTRACTS	20	20	Ø	10	20	10
CUSTOMER SERVICE, STATE LICENSE OF CO., AND EMPLOYEES	20	20	Ø	10	20	10
UNIFORMS & DRESS CODE	10	10	Ø	5	10	10
TOTAL POINTS	*100*	95	Ø	65	100	75
Member Recommendation:		Security Management Group, LLC				

Comments:

Good Guard Security was NO SHOW.

1358

FY25-064 RFP Security Guard Services - Library Department

RECOMMENDATION PANEL RATING SHEET

Rating after Interviews

Name: Danielle Burns

Date: 8/28/25

Signature

Return completed Evaluation Sheet to Purchasing for tabulation.

* RATE USING 5 POINT INCREMENTS PLEASE		Firms Listed in Alphabetical Order				
Evaluation Criteria	MAXIMUM RATING *	Blackstone Security Services of Texas, Inc.	Good Guard Security, Inc.	Krypton SG LLC	Security Management Group, LLC	Universal Security Guard Association, Inc.
PROPOSED PRICE SCHEDULE / FINANCIAL AND STRATEGY OF COMPANY	50	45	0	30	50	20
REFERENCES & PRIOR CONTRACTS	20	15	0	10	15	10
CUSTOMER SERVICE, STATE LICENSE OF CO., AND EMPLOYEES	20	15	0	10	15	10
UNIFORMS & DRESS CODE	10	10	0	10	10	10
TOTAL POINTS	*100*	85	0	60	90	50
Member Recommendation:		Security Management Group, LLC				

Comments:

Good Grand didn't show

U 15.44
A 18.57

U 19.50 U 15.00 U: 22.00
A 28.50 A 17.00 A: 28.00

1359

FY25-064 RFP Security Guard Services - Library Department

Name: Analiza Perez-Gomez

RECOMMENDATION PANEL RATING SHEET

Date: 8/28/25

Rating after Interviews

Signature

Return completed Evaluation Sheet to Purchasing for tabulation.

* RATE USING 5 POINT INCREMENTS PLEASE		Firms Listed in Alphabetical Order				
Evaluation Criteria	MAXIMUM RATING *	Blackstone Security Services of Texas, Inc.	Good Guard Security, Inc.	Krypton SG LLC	Security Management Group, LLC	Universal Security Guard Association, Inc.
PROPOSED PRICE SCHEDULE / FINANCIAL AND STRATEGY OF COMPANY	50	45	0	20	50	20
REFERENCES & PRIOR CONTRACTS	20	10	0	0	10	10
CUSTOMER SERVICE, STATE LICENSE OF CO., AND EMPLOYEES	20	20	0	10	20	20
UNIFORMS & DRESS CODE	10	10	0	10	10	10
TOTAL POINTS	*100*	85	0	40	90	60
Member Recommendation:		Security Management Group, LLC				

Comments:

SMG, LLC. Chosen based on Local presence, price, training plan, & body cam/App use.

Good Guard was not present

1360

FY25-064 RFP SECURITY GUARD SERVICES - LIBRARY DEPARTMENT

RECOMMENDATION PANEL Rating Tabulation

Tabulation by: Griselda Hidalgo

Panel Members:
Analiza Perez-Gomez
Danielle M. Burns
Angelica M. Garza

Ratings were done in increments of 5	***Firms Listed in Alphabetical Order***					
Evaluation Criteria	MAXIMUM RATING *	Blackstone Security Services of Texas, Inc.	Good Guard Security, Inc.	Krypton SG LLC	Security Management Group, LLC	Universal Security Guard Association, Inc.
PROPOSED PRICE SCHEDULE / FINANCIAL AND STRATEGY OF COMPANY	**150**	135	0	90	150	85
REFERENCES & PRIOR CONTRACTS	**60**	45	0	20	45	30
CUSTOMER SERVICE, STATE LICENSE OF CO., AND EMPLOYEES	**60**	55	0	30	55	40
UNIFORMS & DRESS CODE	**30**	30	0	25	30	30
TOTAL POINTS	***300***	*265*	*0*	*165*	***280***	*185*

Solicitation Open Date: 07/22/2025 ***Solicitation Close Date: 07/21/2025***

Panel Recommendation: Security Management Group, LLC

Comments: Good Guard Security, Inc. was not present.

PROPOSAL FOR SECURITY SERVICES



Corporate Headquarters
1312 Houston St. Suite 72
Laredo, T.X. 78040
Mobile (956) 251-0092 / 956-757-1954

City of Laredo Purchasing
(956) 794-1732
5512 Thomas Ave,
Laredo, Tx 78041

Dear Francisco Miranda,

It is with great pleasure herewith we submit our proposal for the provision of security services. We hope that this may be the start of an exciting and productive relationship on what promises to be a worthwhile project.

I'd like to take this opportunity to introduce you to **Security Management Group, LLC.** We have years' operating in Texas. We are bonded, and fully insured in the great State of Texas. Our administrative team has over 40 years' experience in security, investigations, and the protection field. All of them have prior working experience with numerous state and local law enforcement agencies and are currently networking with several international agencies as well.

We are an acclaimed firm of security officers with a reputation for both effective security solutions and the use of innovative technology in the protection of life and property. We offer comprehensive, efficient and cost-effective, protective & investigative services to meet your needs.

We cover a multitude of armed & unarmed protective services, private investigations, VIP luxury living, off-duty police officers, vehicle patrols, fire watch officers, personal protection officers, courier services, and much more.

We address your security concerns with a dynamic and innovative approach. Our crime prevention expertise and experience will help your business increase profits and reduce losses. We believe in working closely with our clients to maximize a successful relationship, while controlling costs.

Security Management Group, LLC is certified in the State of Texas and is in excellent standings with Texas Private Security Bureau. Please remember, at **Security Management Group, LLC** we take protection to the next level because your safety is Our First Priority.

Our Board of Directors respectfully requests that you study our proposal in detail; we are extremely interested in the project and we very much hope that you consider **Security Management Group, LLC** team as a strong candidate for selection. We look forward to the opportunity to work together to accomplish your security and protection goals.

Yours Sincerely,
Oscar D. Garcia III
Sales/Security Consultant
"Serving the Lord"

Personnel



Security Management Group, LLC will provide you with certified, licensed, insured, and bonded Security Officers. Each Security Officer Professional has been screened to the standards of the United States Government Secret Clearance Program.

I. Our pre-employment background investigation far exceeds that of most police/security department jurisdictions. In addition, **Security Management Group, LLC** has employed a staff psychologist to oversee the initial screening of our personnel, by implementing a pre-employment written psychological inventory and a psychological interview. Furthermore, our security officers all submit to a battery of aptitude tests, a 5-panel drug screening, and extensive in-service training regarding criminal law and police defensive tactics. Prior to commencement of a contract with **Security Management Group, LLC**, we will provide you with the full applicant investigation of each proposed security officer.

II. **Security Management Group, LLC** offers, free of charge, supervisory personnel to insure strict adherence to our general orders and your rules, regulations and ordinances. **Security Management Group, LLC** supervisors are utilized as a liaison between **Security Management Group, LLC** and our clients. Our Supervisors are on duty 24 hours a day, 365 days per year for your convenience and will regularly make spot checks to prevent the issue of complacency. It is our belief that in order to assure the best quality of service that we stand by, we must keep close relationships with our personnel both on and off duty.

III. At **Security Management Group, LLC**, all of our security officers will be equipped with two-way radios or equivalent to ensure constant communication with our management team.

IV. Each and every security officer will be in-serviced regularly regarding your specific site to further enhance the protection we provide.

Security Management Group, LLC has taken a unique approach to the business of contract security. Many of our competitors employ minimally screened and trained guards. Our approach involves a proactive theory of well-groomed, exceptionally trained, uniformed security officers. Our strategy entails several steps to mitigate the possibility and opportunity for theft of property, or injury to persons within the facility.

The following is an overview of our Security Officer Project:

Applicant Screening

V. The quality we bring to your environment begins long before you see our security officers. The Board of Directors at **Security Management Group, LLC** has resolved to make the recruitment and training of our personnel the key to our success; in that, we conduct hiring initiatives on a regular basis with over 50 applicants per month, with an average of 15 new appointees. Most applicants are unable to meet our qualifications, which are equivalent to the United States Government Secret Clearance Program.

Training



At **Security Management Group, LLC** we have our own in house Training; we conduct training that exceeds that of any of our competitor's programs. The knowledge of our management team is passed on to our new security officers. All our security officers will be registered and license with the Texas Private Security Bureau once completed our Training.


Texas Department of Public Safety
Regulatory Services Division
Certificate of Private Security Licensure
S.M.G TRAINING ACADEMY
F2409401

In addition to the State Mandated Certification Courses, **Security Management Group, LLC** officers must attend:

40-hour Police Defensive Tactics Training

24-hour Patrol Techniques & Criminal Law

16-hour Customer Service Seminar

Method

VI. Our uniformed security officers are trained to act as a criminal deterrent by adopting the principals of the C.P.O.P *(community police officer program)* methodology. Simply put, our officers are encouraged to be an approachable source of information to patrons, residents and employees. Letting the public know that we are there for them generates a feeling of community and safety.

Patrol

VII. The placement of our security officers is what generally places **Security Management Group, LLC** in the position to confidently describe the implementation of our security officer's project as authentic. Our security officers are trained to make visible foot patrols throughout their posts in undetermined patterns. We encourage our personnel to interact with your patrons and employees in addition to standing a fixed post

Compliance



Security Management Group, LLC has developed a theory of "*Enforcement through Reinforcement."* The management, having thirty combined years of security and law enforcement experience, has realized that prevention of crime can be accomplished by utilizing tactical approaches, rather than accusations and the traditional methods of our predecessors. The art of *verbal judo* is commonplace in our organization and has often been effective in deescalating volatile situations.

Uniforms

VIII. Our uniformed security officers are outfitted with police-type uniforms. Our corporate general orders, require that our personnel keep their uniforms pressed and clean at all times. Their shoes are polished; military-style and men are clean-shaven with neat haircuts. Our female officers are held to the same standard. We pride ourselves on the appearance of our security officers, as they are representing our agency in your facilities.

Supervision

IX. **Security Management Group, LLC** supervisory personnel are required to possess a minimum of 5 years of law enforcement experience. Our supervisors are charged with scheduling, assigning security posts, and acting as liaison between the Board of Directors and our client. Supervisory personnel are available to you 24 hours every day in order maintain quality assurance and customer service on behalf of **Security Management Group, LLC**.

24 Hour Customer Service



Security Management Group, LLC stands above our competitors by providing an open line of communication with our clientele 24/7 365 days per year

Our offices are staffed around the clock with customer service representatives for your convenience. While most of our competitors work from their homes, **Security Management Group, LLC** staffs fully functional offices. Our customer service representatives are not salespeople; they are security professional's assigned administrative functions. They are watch-commanders with full authority to make decisions.

Cost



Security Management Group, LLC will provide you with a forensic breakdown of our costing specifications. ***Security Management Group, LLC*** maintains a philosophy that in order to retain the highest quality security officer professionals in the industry, we must compensate them commensurate to their qualifications. The Board of Directors has resolved to reduce our profit margin rather than decrease a security guard's salary. Our costing structure provides for a well-paid security officer professional and a conservative rate to our client.

You can significantly reduce your liability with our $3 Million comprehensive Insurance Policy

Liability



Security Management Group, LLC maintains insurance that is thirty times the minimum aggregate coverage obtained by most of our competitors. Our Legal Division recommends that in order to protect our assets as well as yours, we must maintain financial security in full force and effect at a level that far exceeds industry standard.

Security Service Project Schedule

Time in Weeks	1	2	3	4
Site Survey……				
Analysis……				
Contract…..……....				
Training…….……..				
Supervisory Selection/Training……				
Implementation……				

Having reviewed in detail your request for proposal particulars and understood the scope and schedule of the project, **Security Management Group, LLC** has put together a first class team of security officer professionals who we think are particularly suited to the project. We have selected prospective supervisory personnel on their ability and suitability for the type of project, and of course their availability to start right away if we are fortunate enough to be appointed.

Pictured above is a preliminary plan for project development. **Security Management Group, LLC** will partner with you in every stage of this project and act as both consultants and colleagues to work in a manner commensurate with both of our agency's relative skills – bringing greatly enhanced value to the project.

Executive Protection



- Discrete Bodyguard Service
- BDU Bodyguard Service
- Armed Transport Service
- Residential Protection Details
- Corporate Protection Details
- Prisoner Extradition
- Private Investigations

Uniformed Security



- Vehicle Security Patrols
- On-Site Security Officers
- Retail-Shopping Center Security
- Industrial-Commercial Security
- Residential Complexes Security
- Construction-Site Security
- Municipalities-Government Security
- Public/Private School Safety Agents
- Fire watch Officers
- Mall Security
- Armored / Courier Services
- Off-Duty Police Officers
- Courtesy Officers
- Crowd Management

Loss Prevention Enforcement

Security Consulting



- Physical Safety and Security Tours of Each Property
- Review of Incident Reports and Other Foreseeability Issues
- Property Manual Review and Preparation
- International Travel Security Consulting & Protection Service
- Review of Property Security Procedures and Equipment
- Management and Employee Safety and Security Training
- In-house Security Rules and Procedures

Company License



Texas Department of Public Safety
Regulatory Services Division
Certificate of Private Security Licensure

SECURITY MANAGEMENT GROUP,LLC

C18924501

Is Duly Licensed as

Investigations / Security Contractor
Private Investigation Company
Guard Company
Armored Car Company
Courier Company

Director, Department of Public Safety

EXPIRES: 08/31/2025

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

1312 Houston St. Suite 72
LAREDO, TX 78040
Mobile (956) 251-0092 / 956-757-1954

Texas License # C18924501

Security Management Group, LLC
Quote”

Level II Security Officer: Baton, O/C Spray, Handcuffs, and Flashlight.

Yearly Term Hourly Rate

Level II (Unarmed) Security Officers: $15.00 Per Hour

Level III (Armed) Security Officers: $17.00 Per Hour

A Security Patrol Vehicle (Fully Marked Vehicle with Camera and GPS) will be go by and check on all guards at each site at no extra charge to the Client.

We will also provide a Body Camera for Every Officer Onsite at no extra charge as well.

This proposal is valid for 60 days and rates are based on weekly payouts.

1120 E. Calton Rd.

Joe A. Guerra Public Library, 1120 E. Calton Rd.

- **Sunday:** 1:00 p.m. – 5:00 p.m.
- **Monday, Friday, Saturday:** 9:00 a.m. – 6:00 p.m.
- **Tuesday, Wednesday, Thursday:** 9:00 a.m. – 8:00 p.m.

1920 Palo Blanco

McKendrick Ochoa Salinas Branch Library, 1920 Palo Blanco

- **Monday, Thursday, Friday, Saturday:** 9:00 a.m. – 6:00 p.m.
- **Tuesday and Wednesday:** 9:00 a.m. – 8:00 p.m

Bruni Plaza Branch Library, 1120 San Bernardo

- **Tuesday through Saturday:** 10:00 a.m. – 7:00 p.m.

Barbara Fasken Branch Library, 15201 Cerralvo Dr.

- **Monday through Friday:** 10:00 a.m. – 7:00 p.m.
- **Saturday:** 10:00 a.m. – 2:00 p.m.

Lamar Bruni Vergara Inner City Branch, 202 W. Plum

- **Monday through Friday:** 9:00 a.m. – 6 :00 p.m.

City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 37.**

SUBJECT
Authorizing the City Manager to execute a contract amendment with Tyler Technologies, Inc. of Plano, Texas utilizing Sourcewell Cooperative Purchasing Contract # 2025-55305. This amendment is to implement a report writing software system. The service implementation fee is in the amount of $62,770.00. Funding is available in Police Trust Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
This contract amendment with Tyler Technologies Inc. is to implement a reporting writing software for the Laredo Police Department. The Sourcewell Cooperative Purchasing Contract # 2025-55305 will be utilized.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Recommends that the contract amendment be approved.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Police Trust Fund
Account #:	665-2321
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in Police Trust Fund, Acct.# 665-2321.

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Laredo, with offices at 1110 Houston St., Laredo, TX 78042 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated April 3, 2020 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the Amendment Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following Amendment Effective Date; and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the maintenance and support term as set forth in the Agreement. Payment of fees and costs for such items are as follows:

    a. The annual SaaS fees shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the Client's annual maintenance and support term under the Agreement. Subsequent SaaS fees will be invoiced annually in advance at our then-current rates.
    b. Implementation and other professional services as set forth in the Investment Summary will be invoiced upon complete delivery of the service.
    c. Travel expenses shall be invoiced as incurred and only in accordance with our then-current Business Travel Policy.

2. Without limiting the terms of Section 1.1 in the Agreement, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service ("SaaS") do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: https://www.tylertech.com/terms/tyler-saas-services.

3. The following Tyler Software, and applicable maintenance and support services are hereby removed from the Agreement as of the Amendment Effective Date.

    LE Field Reporting (Federal Standard) (350)

    Upon such date, Client's license for such software is terminated, as are Tyler's obligations to support, maintain, and update such software. Should Client wish to again license and/or use such software, Client shall first pay Tyler the then-current license fee(s) for the software, as well as fees for any required services, support or 3rd party products. Client will receive a credit for any prepaid but unused maintenance and support fees as of the Amendment Effective Date. Such credit shall be applied to the invoice for the software and services added per this amendment.

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.	City of Laredo, TX
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



Exhibit 1
Investment Summary

The following Investment Summary details the services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Type

Quoted By: Justin DeFrancis
Quote Expiration: 1/17/26
Quote Name: Report Writing Migration

Sourcewell Pricing

Sales Quotation For:
City of Laredo
ATTN: SORAYA GARZA
1110 HOUSTON STREET
LAREDO TX 78040
Phone: +1 (956) 795-2800

Shipping Address:
Laredo Police Department
4712 Maher Ave

Laredo TX 78041-3856

Annual / SaaS

Description	Fee	Discount	Annual
Enterprise Public Safety			
Law Enforcement Records Management System			
Report Writing [350 Users]	$ 91,000	$ 48,230	$ 42,770
TOTAL			**$ 42,770**

Services

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Report Writing Implementation Fee	1	$ 20,000	$ 0	$ 20,000
TOTAL				**$ 20,000**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 42,770
Total Tyler Services	$ 20,000	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Estimated Travel	$ 6,000	$ 0
Summary Total	**$ 26,000**	**$ 42,770**

Assumptions

For additional information, please visit https://empower.tylertech.com/enterprise-public-safety-specifications.html
Additional Report Writing users beyond the number set forth in the Investment Summary will be invoiced at Tyler's then-current per-user rate.

City of Laredo

City Council

Meeting Date: 9/15/2025 **Resolution 38.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to ratify the acceptance of a grant award in the amount of $1,829,609.00 from the Texas Motor Vehicle Crime Prevention Authority (MVCPA) for the FY26 SB224 Catalytic Converter Grant for the period of September 1, 2025 through August 31, 2026. The purpose of this grant program is to provide additional funding to the Laredo Police Department Laredo-Auto Theft Task Force for the detection and prevention of catalytic converter theft. This grant will pay for the salary of a full-time Assistant District Attorney, technology, training, and overtime. The City's match will be $366,548.00 for a total grant amount of $2,196,157.00. Funding will be available in the Auto Theft Task Force Fund.

PREVIOUS COUNCIL ACTION
City Council approved the grant application submission with Resolution #2025-R-112 on May 19, 2025.

BACKGROUND
The Motor Vehicle Crime Prevention Authority (MVCPA) has authorized the issuance of the Fiscal Year 2026 (FY26) Request for Applications (RFA). Senate Bill 224 (SB) 224 provides that "The money deposited to the credit of the general revenue fund for coordinated regulatory and law enforcement activities intended to detect and prevent catalytic converter theft in this state may be appropriated to the Authority for the activities required by this section." To implement SB 224, the MVCPA is providing grants to local law enforcement taskforces and agencies to combat Catalytic Converter Theft.

The Motor Vehicle Crime Prevention Authority (MVCPA) met on July 18, 2025, and issued the FY26 SB224 Catalytic Converter Grant Statement of Grant Award to the City of Laredo. The continued assistance and support from the Motor Vehicle Crime Prevention Authority grants make the operations that reduce motor vehicle theft and burglary possible.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Recommends the approval of this Resolution

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Grant
Account #:	222-2348

Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:
Funding will be available in the Auto Theft Task Force fund, project #ATCC26.

FY26 SB224 Catalytic Converter Grant
Motor Vehicle Crime Prevention Authority
Statement of Grant Award and Grantee Acceptance Notice

Grant Number:	**608-26-2400100C**
Grantee:	**City of Laredo**
Program Title:	**Laredo Auto Theft Task Force**
Grant Award Amount:	**$1,829,609**
Total Cash Match Amount:	**$366,548**
In-Kind Match Amount:	**$0**
Reimbursement Percent*:	**83.33%**
Grant Term:	**September 1, 2025 to August 31, 2026**

Grant Budget Summary: City of Laredo (App ID: 493)

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	$0	$0	$0	
Fringe	$0	$0	$0	
Overtime	$50,000	$16,450	$66,450	
Professional and Contract Services	$154,968	$0	$154,968	
Travel	$10,000	$0	$10,000	
Equipment	$51,111	$0	$51,111	
Supplies and Direct Operating Expenses (DOE)	$1,563,530	$350,098	$1,913,628	
Total	$1,829,609	$366,548	$2,196,157	

*Reimbursement Percent: 83.33%: $1,829,609 MVCPA amount / ($1,829,609 MVCPA amount + $366,548 Cash Match)

That whereas, **City of Laredo** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on April 14, 2025 to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled and further identified by grant number **608-26-2400100C** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY26 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **8/8/2025** and

Whereas, the Grantee desires to accept the FY26 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on April 14, 2025;

- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY26 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

__X__ Non-Supplanting- The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

__X__ Intelligence Sharing - The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

__X__ Multi-agency Grant Operational Plan- The grantee is required to provide an operational plan describing the communication process with participating and coverage jurisdictions. The operational plan must include how meetings are held, how often, and whether meetings are held in person or remotely. The grantee must report meetings in quarterly progress reports.

__X__ Multi-Agency Grant- The grantee is required to complete and maintain interlocal agreement with all participating subgrantees as required by law and TxGMS. The grantee must complete a process to monitor and ensure grant compliance of subgrantees. The grantee must maintain the process locally and document compliance with that plan.

__X__ Border Security Report Requirement- This Grantee is designated as a MVCPA Border Security Grant which is located along the United States of America border with the United States of Mexico and those that are adjacent to the Gulf Intracoastal Waterway. This designation requires grantee to provide additional report information required by the General Appropriations Act of the 87th Texas Legislature, Regular Session. The Governor or Legislative Budget Board may request additional information regarding the report data during the term of the grant.

APPROVED AND ACCEPTED BY:

_____

Authorized Official

_____

Printed Name and Title

_____

Date Signed

COUNCIL COMMUNICATION

DATE: 9/15/2025	**SUBJECT: Resolution #2025-R-210** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO RATIFY THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF $1,829,609.00 FROM THE TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA) FOR THE FY26 SB224 CATALYTIC CONVERTER GRANT FOR THE PERIOD OF SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2026. THE PURPOSE OF THIS GRANT PROGRAM IS TO PROVIDE ADDITIONAL FUNDING FOR THE LAREDO AUTO THEFT TASK FORCE/LAREDO POLICE DEPARTMENT FOR THE DETECTION AND PREVENTION OF CATALYTIC CONVERTER THEFT. THIS GRANT WILL PAY FOR THE SALARY OF A FULL-TIME ASSISTANT DISTRICT ATTORNEY, TECHNOLOGY, TRAINING, AND OVERTIME. THE CITY'S CASH MATCH WILL BE $366,548.00 FOR A TOTAL GRANT AMOUNT OF $2,196,157.00. FUNDING WILL BE AVAILABLE IN THE AUTO THEFT TASK FORCE FUND.**

INITIATED BY: Joseph W. Neeb City Manager	**STAFF SOURCE:** Miguel A. Rodriguez, Jr. Chief of Police

PREVIOUS COUNCIL ACTION:
City Council approved the grant application submission with Resolution #2025-R-112 on May 19, 2025.

BACKGROUND:

The Motor Vehicle Crime Prevention Authority (MVCPA) has authorized the issuance of the Fiscal Year 2026 (FY26) Request for Applications (RFA). Senate Bill 224 (SB) 224 provides that "The money deposited to the credit of the general revenue fund for coordinated regulatory and law enforcement activities intended to detect and prevent catalytic converter theft in this state may be appropriated to the Authority for the activities required by this section." To implement SB 224, the MVCPA is providing grants to local law enforcement taskforces and agencies to combat Catalytic Converter Theft.

The Motor Vehicle Crime Prevention Authority (MVCPA) met on July 18, 2025, and issued the FY26 SB224 Catalytic Converter Grant Statement of Grant Award to the City of Laredo. The continued assistance and support from the Motor Vehicle Crime Prevention Authority grants make the operations that reduce motor vehicle theft and burglary possible.

FINANCIAL IMPACT:
Funding is available in the Auto Theft Task Force Fund.

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:** Recommends the approval of this Resolution.

RESOLUTION #2025-R-210

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO RATIFY THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF $1,829,609.00 FROM THE TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA) FOR THE FY26 SB224 CATALYTIC CONVERTER GRANT FOR THE PERIOD OF SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2026. THE PURPOSE OF THIS GRANT PROGRAM IS TO PROVIDE ADDITIONAL FUNDING FOR THE LAREDO AUTO THEFT TASK FORCE/LAREDO POLICE DEPARTMENT FOR THE DETECTION AND PREVENTION OF CATALYTIC CONVERTER THEFT. THIS GRANT WILL PAY FOR THE SALARY OF A FULL-TIME ASSISTANT DISTRICT ATTORNEY, TECHNOLOGY, TRAINING, AND OVERTIME. THE CITY'S CASH MATCH WILL BE $366,548.00 FOR A TOTAL GRANT AMOUNT OF $2,196,157.00. FUNDING WILL BE AVAILABLE IN THE AUTO THEFT TASK FORCE FUND.

Whereas, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from MVCPA to provide financial support to law enforcement agencies for economic motor vehicle theft and fraud-related motor vehicle crime enforcement teams; and

Whereas, this grant program will assist this jurisdiction to combat catalytic converter thefts; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of the grant funds, the City of Laredo assures that the funds will be returned to the Motor Vehicle Crime Prevention Authority; and

Whereas, the City of Laredo has designated Steve E. Landin, Assistant City Manager as the Authorized Official; Francisco J. Mata, Financial Services Director as the Financial Officer; and Chief of Police Miguel A. Rodriguez, Jr. as the Program Director; and

Whereas, the Assistant City Manager is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant.

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

Section 1: A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to ratify the acceptance of a grant award in the amount of $1,829,609.00 from the Texas Motor Vehicle Crime Prevention Authority (MVCPA) for the FY26 SB224 Catalytic Converter Grant for the period of September 1, 2025 through August 31, 2026. The purpose of this grant program is to provide additional funding for the Laredo Auto Theft Task Force/Laredo Police Department for the detection and prevention of catalytic converter theft. This grant will pay for the salary of a full-time Assistant District Attorney, technology, training, and overtime. The city's cash match will be $366,548.00 for a total

grant amount of $2,196,157.00. Funding will be available in the Auto Theft Task Force Fund.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONDADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:
DOAHN “ZONE” T. NGUYEN
CITY ATTORNEY

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 9/15/2025 **Resolution 39.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to ratify the acceptance of a grant award in the amount of $1,904,825.00 from the Texas Motor Vehicle Crime Prevention Authority (MVCPA) to fund the Laredo Auto Theft Task Force for the period of September 1, 2025 through August 31, 2026. This grant pays for salaries, supplies, and equipment for the LPD Auto Theft Task Force. The city's local match is $731,251.00 for a total grant amount of $2,636,076.00. Funding is available in the Auto Theft Fund.

PREVIOUS COUNCIL ACTION
City Council approved the grant application submission with Resolution #2025-R-87 on April 7, 2025.

BACKGROUND
Established by the 72nd Texas Legislature in 1991, the Texas Automobile Theft Prevention Authority (ATPA) became the first statewide effort to reduce auto theft. The 80th Legislature amended the ATPA mission in House Bill 1887 to also emphasize reducing vehicle burglaries. The resulting agency, the Texas Auto Burglary and Theft Prevention Authority (ABTPA), is in charge with assessing automobile burglary, theft, and economic theft (burglary or theft committed for financial gain) in Texas, analyzing the methods and providing financial support to combat the problems. In 2009, the ABTPA became part of a newly established Texas Department of Motor Vehicles. The name was changed to Motor Vehicle Crime Prevention Authority in 2019.

The Motor Vehicle Crime Prevention Authority (MVCPA) met on July 18, 2025, and issued the FY26 Taskforce Grant Statement of Grant Award to the City of Laredo. The continued assistance and support from the Motor Vehicle Crime Prevention Authority grants make the operations that reduce motor vehicle theft and burglary possible.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Recommends the approval of this Resolution.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Grant
Account #:	229-2385

Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:
Funding is available in the Auto Theft Task Force Fund, project #AUTO25.

COUNCIL COMMUNICATION

DATE:	SUBJECT: Resolution #2025-R-211
9/15/2025	**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO RATIFY THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF $1,904,825.00 FROM THE TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA) TO FUND THE LAREDO AUTO THEFT TASK FORCE FOR THE PERIOD OF SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2026. THIS GRANT PAYS FOR SALARIES, SUPPLIES, AND EQUIPMENT FOR THE LPD AUTO THEFT TASK FORCE. THE CITY'S LOCAL MATCH IS $731,251.00 FOR A TOTAL GRANT AMOUNT OF $2,636,076.00. FUNDING IS AVAILABLE IN THE AUTO THEFT FUND.**

INITIATED BY:	STAFF SOURCE:
Joseph W. Neeb City Manager	Miguel A. Rodriguez, Jr. Chief of Police

PREVIOUS COUNCIL ACTION:
City Council approved the grant application with Resolution #2025-R-87 on April 7, 2025.

BACKGROUND:

Established by the 72nd Texas Legislature in 1991, the Texas Automobile Theft Prevention Authority (ATPA) became the first statewide effort to reduce auto theft. The 80th Legislature amended the ATPA mission in House Bill 1887 to also emphasize reducing vehicle burglaries. The resulting agency, the Texas Auto Burglary and Theft Prevention Authority (ABTPA), is in charge with assessing automobile burglary, theft, and economic theft (burglary or theft committed for financial gain) in Texas, analyzing the methods and providing financial support to combat the problems. In 2009, the ABTPA became part of a newly established Texas Department of Motor Vehicles. The name was changed to Motor Vehicle Crime Prevention Authority in 2019.

The Motor Vehicle Crime Prevention Authority (MVCPA) met on July 18, 2025, and issued the FY26 Taskforce Grant Statement of Grant Award to the City of Laredo. The continued assistance and support from the Motor Vehicle Crime Prevention Authority grants make the operations that reduce motor vehicle theft and burglary possible.

FINANCIAL IMPACT:
Funding is available in the Auto Theft Task Force Fund.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Recommends the approval of this Resolution.

RESOLUTION #2025-R-211

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO RATIFY THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF $1,904,825.00 FROM THE TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA) TO FUND THE LAREDO AUTO THEFT TASK FORCE FOR THE PERIOD OF SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2026. THIS GRANT PAYS FOR SALARIES, SUPPLIES, AND EQUIPMENT FOR THE LPD AUTO THEFT TASK FORCE. THE CITY'S LOCAL MATCH IS $731,251.00 FOR A TOTAL GRANT AMOUNT OF $2,636,076.00. FUNDING IS AVAILABLE IN THE AUTO THEFT FUND.

Whereas, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from MVCPA to provide financial support to law enforcement agencies for economic motor vehicle theft and fraud-related motor vehicle crime enforcement teams; and

Whereas, this grant program will assist this jurisdiction to combat motor vehicle theft, motor vehicle burglary and fraud-related motor vehicle crime; and

Whereas, the City of Laredo has designated Steve E. Landin, Assistant City Manager as the Authorized Official; Francisco J. Mata, Financial Services Director as the Financial Officer; and Chief of Police Miguel A. Rodriguez, Jr. as the Program Director; and

Whereas, the Assistant City Manager is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of the Office of the Governor funds, the City of Laredo assures that the funds will be returned to the Office of the Governor in full.

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

Section 1: A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to ratify the acceptance of a grant award in the amount of $1,904,825.00 from the Texas Motor Vehicle Crime Prevention Authority (MVCPA) to fund the Laredo Auto Theft Task Force for the period of September 1, 2025 through August 31, 2026. This grant pays for salaries, supplies, and equipment for the LPD Auto Theft Task Force. The city's local match is $731,251.00 for a total grant amount of $2,636,076.00. Funding is available in the Auto Theft Fund.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONDADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:
DOAHN “ZONE” T. NGUYEN
CITY ATTORNEY

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

FY26 Motor Vehicle Crime Prevention Authority
Statement of Task Force Grant Award and Grantee Acceptance Notice

Grant Number:	**608-26-2400100**
Grantee:	**City of Laredo**
Program Title:	**Laredo Auto Theft Task Force**
Grant Award Amount:	**$1,904,825**
Total Cash Match Amount:	**$731,251**
In-Kind Match Amount:	**$931,754**
Reimbursement Percent*:	**72.25%**
Grant Term:	**September 1, 2025 to August 31, 2026**

Grant Budget Summary: City of Laredo (App ID: 468)

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	$1,576,185	$0	$1,576,185	$659,628
Fringe	$0	$650,251	$650,251	$272,126
Overtime	$0	$0	$0	$0
Professional and Contract Services	$0	$0	$0	$0
Travel	$16,800	$0	$16,800	$0
Equipment	$0	$0	$0	$0
Supplies and Direct Operating Expenses (DOE)	$311,840	$81,000	$392,840	$0
Total	$1,904,825	$731,251	$2,636,076	$931,754

*Reimbursement Percent: 72.25**%** - $1,904,825 MVCPA amount / ($1,904,825 MVCPA amount + $731,251 Cash Match)

That whereas, **City of Laredo** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on March 4, 2025, to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **Laredo Auto Theft Task Force** and further identified by grant number **608-26-2400100** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY26 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **8/12/2025** and

Whereas, the Grantee desires to accept the FY26 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on March 4, 2025;
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;

- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY26 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

X **Non-Supplanting-** The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

X **Intelligence Sharing-** The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

X **Border Security Report Requirement** – This Grantee is designated as a MVCPA Border Security Grant which is located along the United States of America border with the United States of Mexico and those that are adjacent to the Gulf Intracoastal Waterway. This designation requires grantee to provide additional report information required by the General Appropriations Act of the 87th Texas Legislature, Regular Session. The Governor or Legislative Budget Board may request additional information regarding the report data during the term of the grant.

APPROVED AND ACCEPTED BY:

_____
Authorized Official

_____
Printed Name and Title

_____
Date Signed

City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 40.**

SUBJECT
Consideration to authorize the purchase contract with Insight Public Sector, Inc. Chandler, AZ, for the procurement of hardware, software, support services, licenses for network switches, and installation in the amount of $180,683.54. This purchase shall be made through the Cisco DIR Contract # DIR-CPO-5347. Funding is available in the Capital Improvement Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The Laredo Police Department ITD is in the process of upgrading network equipment to replace hardware and software that has reached end of life and makes the department network vulnerable to cyber threat and hardware failure. The network equipment upgrade will strengthen the infrastructure and will satisfy Criminal Justice Information System (CJIS) security standards compliance.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
It is recommended that this purchase contract be approved.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Capital Improvement Fund
Account #:	402-2310
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding for the purchase of this hardware and software is available in the Capital Improvement Fund.

Account# 402-2310, Project# PD2408

Insight Public Sector
2525 Brockton 390
Austin, Texas 78758

Sales Rep: Lupe Perez
Phone: 210-279-0991
Lupe.Perez@Insight.com

SSR: Joe Pasipanki
Phone: 203-659-2447
joseph.pasipanki@insight.com
Cisco

Quote: 0228670204

Deal_BOM_LaredoPD Swtich Refresh_073025 - 15 Switch Option Quote

Cisco DIR Contract # DIR-CPO-5347
Date: 7/30/2025
Buyer: City of Laredo PD
Contact: Ernesto Martel

Line Number	Part Number	Description	Service Duration (Months)	Unit List Price	Qty	Unit Net Price	Extended Net Price
1.0	**C9300-48U-E**	Catalyst 9300 48-port UPOE, Network Essentials	---	$ 13,192.04	1	$ 7,440.52	$ 7,440.52
1.0.1	CON-SNT-C93004UE	SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Esse	12	$ 945.19	1	$ 799.66	$ 799.66
1.1	C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	---	$ -	1	$ -	$ -
1.1.1	C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	36	$ 1,324.83	1	$ 747.23	$ 747.23
1.10	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	---	$ -	1	$ -	$ -
1.11	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	---	$ -	1	$ -	$ -
1.12	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	---	$ -	1	$ -	$ -
1.13	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	---	$ 3,016.36	1	$ 1,531.14	$ 1,531.14
1.14	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	---	$ -	1	$ -	$ -
1.2	C9300-NW-E-48	C9300 Network Essentials, 48-port license	---	$ -	1	$ -	$ -
1.3	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	---	$ -	1	$ -	$ -
1.4	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	---	$ -	1	$ -	$ -
1.5	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	---	$ 2,247.48	1	$ 1,267.61	$ 1,267.61
1.6	CAB-TA-NA	North America AC Type A Power Cable	---	$ -	2	$ -	$ -
1.7	C9300-SSD-NONE	No SSD Card Selected	---	$ -	1	$ -	$ -
1.8	STACK-T1-50CM	50CM Type 1 Stacking Cable	---	$ 118.29	1	$ 66.72	$ 66.72
1.9	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	---	$ 112.38	1	$ 63.39	$ 63.39
10.0	**C9300-48U-E**	Catalyst 9300 48-port UPOE, Network Essentials	---	$ 13,192.04	1	$ 7,440.52	$ 7,440.52
10.0.1	CON-SNT-C93004UE	SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Esse	12	$ 945.19	1	$ 799.66	$ 799.66
10.1	C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	---	$ -	1	$ -	$ -
10.1.1	C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	36	$ 1,324.83	1	$ 747.23	$ 747.23
10.10	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	---	$ -	1	$ -	$ -
10.11	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	---	$ -	1	$ -	$ -
10.12	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	---	$ -	1	$ -	$ -
10.13	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	---	$ 3,016.36	1	$ 1,531.14	$ 1,531.14
10.14	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	---	$ -	1	$ -	$ -
10.2	C9300-NW-E-48	C9300 Network Essentials, 48-port license	---	$ -	1	$ -	$ -
10.3	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	---	$ -	1	$ -	$ -
10.4	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	---	$ -	1	$ -	$ -
10.5	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	---	$ 2,247.48	1	$ 1,267.61	$ 1,267.61
10.6	CAB-TA-NA	North America AC Type A Power Cable	---	$ -	2	$ -	$ -
10.7	C9300-SSD-NONE	No SSD Card Selected	---	$ -	1	$ -	$ -
10.8	STACK-T1-50CM	50CM Type 1 Stacking Cable	---	$ 118.29	1	$ 66.72	$ 66.72
10.9	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	---	$ 112.38	1	$ 63.39	$ 63.39
11.0	**C9300-48U-E**	Catalyst 9300 48-port UPOE, Network Essentials	---	$ 13,192.04	3	$ 7,440.52	$ 22,321.56
11.0.1	CON-SNT-C93004UE	SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Esse	12	$ 945.19	3	$ 799.66	$ 2,398.98
11.1	C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	---	$ -	3	$ -	$ -
11.1.1	C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	36	$ 1,324.83	3	$ 747.23	$ 2,241.69
11.10	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	---	$ -	3	$ -	$ -
11.11	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	---	$ -	3	$ -	$ -
11.12	NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	---	$ -	3	$ -	$ -
11.13	C9300-NM-NONE	No Network Module Selected	---	$ -	3	$ -	$ -
11.14	C9300-STACK-NONE	No Stack Cable Selected	---	$ -	3	$ -	$ -
11.15	C9300-SPWR-NONE	No Stack Power Cable Selected	---	$ -	3	$ -	$ -
11.2	C9300-NW-E-48	C9300 Network Essentials, 48-port license	---	$ -	3	$ -	$ -
11.3	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	---	$ -	3	$ -	$ -
11.4	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	---	$ -	3	$ -	$ -
11.5	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	---	$ 2,247.48	3	$ 1,267.61	$ 3,802.83
11.6	CAB-TA-NA	North America AC Type A Power Cable	---	$ -	6	$ -	$ -
11.7	C9300-SSD-NONE	No SSD Card Selected	---	$ -	3	$ -	$ -
11.8	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	---	$ -	3	$ -	$ -
11.9	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	---	$ -	3	$ -	$ -
12.0	**SFP-10G-SR-S=**	10GBASE-SR SFP Module, Enterprise-Class	---	$ 860.98	16	$ 271.93	$ 4,350.88
13.0	**SFP-10G-LR-S=**	10GBASE-LR SFP Module, Enterprise-Class	---	$ 2,458.75	2	$ 776.60	$ 1,553.20
2.0	**C9300-48U-E**	Catalyst 9300 48-port UPOE, Network Essentials	---	$ 13,192.04	1	$ 7,440.52	$ 7,440.52
2.0.1	CON-SNT-C93004UE	SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Esse	12	$ 945.19	1	$ 799.66	$ 799.66
2.1	C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	---	$ -	1	$ -	$ -
2.1.1	C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	36	$ 1,324.83	1	$ 747.23	$ 747.23
2.10	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	---	$ -	1	$ -	$ -
2.11	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	---	$ -	1	$ -	$ -
2.12	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	---	$ -	1	$ -	$ -
2.13	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	---	$ 3,016.36	1	$ 1,531.14	$ 1,531.14
2.14	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	---	$ -	1	$ -	$ -
2.2	C9300-NW-E-48	C9300 Network Essentials, 48-port license	---	$ -	1	$ -	$ -
2.3	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	---	$ -	1	$ -	$ -
2.4	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	---	$ -	1	$ -	$ -
2.5	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	---	$ 2,247.48	1	$ 1,267.61	$ 1,267.61
2.6	CAB-TA-NA	North America AC Type A Power Cable	---	$ -	2	$ -	$ -
2.7	C9300-SSD-NONE	No SSD Card Selected	---	$ -	1	$ -	$ -
2.8	STACK-T1-50CM	50CM Type 1 Stacking Cable	---	$ 118.29	1	$ 66.72	$ 66.72
2.9	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	---	$ 112.38	1	$ 63.39	$ 63.39
3.0	**C9300-48U-E**	Catalyst 9300 48-port UPOE, Network Essentials	---	$ 13,192.04	1	$ 7,440.52	$ 7,440.52

3.0.1	CON-SNT-C93004UE	SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Esse	12	$	945.19	1	$	799.66	$ 799.66
3.1	C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	—	$	-	1	$	-	$ -
3.1.1	C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	36	$	1,324.83	1	$	747.23	$ 747.23
3.10	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	—	$	-	1	$	-	$ -
3.11	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	—	$	-	1	$	-	$ -
3.12	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	—	$	-	1	$	-	$ -
3.13	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	—	$	-	1	$	-	$ -
3.14	NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	—	$	-	1	$	-	$ -
3.15	C9300-NM-NONE	No Network Module Selected	—	$	-	1	$	-	$ -
3.2	C9300-NW-E-48	C9300 Network Essentials, 48-port license	—	$	-	1	$	-	$ -
3.3	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	—	$	-	1	$	-	$ -
3.4	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	—	$	-	1	$	-	$ -
3.5	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	—	$	2,247.48	1	$	1,267.61	$ 1,267.61
3.6	CAB-TA-NA	North America AC Type A Power Cable	—	$	-	2	$	-	$ -
3.7	C9300-SSD-NONE	No SSD Card Selected	—	$	-	1	$	-	$ -
3.8	STACK-T1-50CM	50CM Type 1 Stacking Cable	—	$	118.29	1	$	66.72	$ 66.72
3.9	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	—	$	112.38	1	$	63.39	$ 63.39
4.0	C9300-48U-E	Catalyst 9300 48-port UPOE, Network Essentials	—	$	13,192.04	1	$	7,440.52	$ 7,440.52
4.0.1	CON-SNT-C93004UE	SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Esse	12	$	945.19	1	$	799.66	$ 799.66
4.1	C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	—	$	-	1	$	-	$ -
4.1.1	C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	36	$	1,324.83	1	$	747.23	$ 747.23
4.10	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	—	$	-	1	$	-	$ -
4.11	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	—	$	-	1	$	-	$ -
4.12	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	—	$	-	1	$	-	$ -
4.13	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	—	$	3,016.36	1	$	1,531.14	$ 1,531.14
4.14	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	—	$	-	1	$	-	$ -
4.2	C9300-NW-E-48	C9300 Network Essentials, 48-port license	—	$	-	1	$	-	$ -
4.3	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	—	$	-	1	$	-	$ -
4.4	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	—	$	-	1	$	-	$ -
4.5	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	—	$	2,247.48	1	$	1,267.61	$ 1,267.61
4.6	CAB-TA-NA	North America AC Type A Power Cable	—	$	-	2	$	-	$ -
4.7	C9300-SSD-NONE	No SSD Card Selected	—	$	-	1	$	-	$ -
4.8	STACK-T1-50CM	50CM Type 1 Stacking Cable	—	$	118.29	1	$	66.72	$ 66.72
4.9	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	—	$	112.38	1	$	63.39	$ 63.39
5.0	C9300-48U-E	Catalyst 9300 48-port UPOE, Network Essentials	—	$	13,192.04	1	$	7,440.52	$ 7,440.52
5.0.1	CON-SNT-C93004UE	SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Esse	12	$	945.19	1	$	799.66	$ 799.66
5.1	C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	—	$	-	1	$	-	$ -
5.1.1	C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	36	$	1,324.83	1	$	747.23	$ 747.23
5.10	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	—	$	-	1	$	-	$ -
5.11	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	—	$	-	1	$	-	$ -
5.12	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	—	$	-	1	$	-	$ -
5.13	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	—	$	-	1	$	-	$ -
5.14	NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	—	$	-	1	$	-	$ -
5.15	C9300-NM-NONE	No Network Module Selected	—	$	-	1	$	-	$ -
5.2	C9300-NW-E-48	C9300 Network Essentials, 48-port license	—	$	-	1	$	-	$ -
5.3	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	—	$	-	1	$	-	$ -
5.4	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	—	$	-	1	$	-	$ -
5.5	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	—	$	2,247.48	1	$	1,267.61	$ 1,267.61
5.6	CAB-TA-NA	North America AC Type A Power Cable	—	$	-	2	$	-	$ -
5.7	C9300-SSD-NONE	No SSD Card Selected	—	$	-	1	$	-	$ -
5.8	STACK-T1-50CM	50CM Type 1 Stacking Cable	—	$	118.29	1	$	66.72	$ 66.72
5.9	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	—	$	112.38	1	$	63.39	$ 63.39
6.0	C9300-48U-E	Catalyst 9300 48-port UPOE, Network Essentials	—	$	13,192.04	1	$	7,440.52	$ 7,440.52
6.0.1	CON-SNT-C93004UE	SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Esse	12	$	945.19	1	$	799.66	$ 799.66
6.1	C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	—	$	-	1	$	-	$ -
6.1.1	C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	36	$	1,324.83	1	$	747.23	$ 747.23
6.10	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	—	$	-	1	$	-	$ -
6.11	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	—	$	-	1	$	-	$ -
6.12	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	—	$	-	1	$	-	$ -
6.13	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	—	$	3,016.36	1	$	1,531.14	$ 1,531.14
6.14	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	—	$	-	1	$	-	$ -
6.2	C9300-NW-E-48	C9300 Network Essentials, 48-port license	—	$	-	1	$	-	$ -
6.3	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	—	$	-	1	$	-	$ -
6.4	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	—	$	-	1	$	-	$ -
6.5	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	—	$	2,247.48	1	$	1,267.61	$ 1,267.61
6.6	CAB-TA-NA	North America AC Type A Power Cable	—	$	-	2	$	-	$ -
6.7	C9300-SSD-NONE	No SSD Card Selected	—	$	-	1	$	-	$ -
6.8	STACK-T1-50CM	50CM Type 1 Stacking Cable	—	$	118.29	1	$	66.72	$ 66.72
6.9	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	—	$	112.38	1	$	63.39	$ 63.39
7.0	C9300-48U-E	Catalyst 9300 48-port UPOE, Network Essentials	—	$	13,192.04	2	$	7,440.52	$ 14,881.04
7.0.1	CON-SNT-C93004UE	SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Esse	12	$	945.19	2	$	799.66	$ 1,599.32
7.1	C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	—	$	-	2	$	-	$ -
7.1.1	C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	36	$	1,324.83	2	$	747.23	$ 1,494.46
7.10	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	—	$	-	2	$	-	$ -
7.11	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	—	$	-	2	$	-	$ -
7.12	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	—	$	-	2	$	-	$ -
7.13	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	—	$	-	2	$	-	$ -
7.14	NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	—	$	-	2	$	-	$ -
7.15	C9300-NM-NONE	No Network Module Selected	—	$	-	2	$	-	$ -
7.2	C9300-NW-E-48	C9300 Network Essentials, 48-port license	—	$	-	2	$	-	$ -
7.3	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	—	$	-	2	$	-	$ -
7.4	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	—	$	-	2	$	-	$ -
7.5	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	—	$	2,247.48	2	$	1,267.61	$ 2,535.22
7.6	CAB-TA-NA	North America AC Type A Power Cable	—	$	-	4	$	-	$ -
7.7	C9300-SSD-NONE	No SSD Card Selected	—	$	-	2	$	-	$ -
7.8	STACK-T1-50CM	50CM Type 1 Stacking Cable	—	$	118.29	2	$	66.72	$ 133.44
7.9	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	—	$	112.38	2	$	63.39	$ 126.78
8.0	C9300-48U-E	Catalyst 9300 48-port UPOE, Network Essentials	—	$	13,192.04	1	$	7,440.52	$ 7,440.52

8.0.1	CON-SNT-C93004UE	SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Esse	12	$	945.19	1	$	799.66	$ 799.66
8.1	C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	—	$	-	1	$	-	$ -
8.1.1	C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	36	$	1,324.83	1	$	747.23	$ 747.23
8.10	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	—	$	-	1	$	-	$ -
8.11	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	—	$	-	1	$	-	$ -
8.12	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	—	$	-	1	$	-	$ -
8.13	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	—	$	3,016.36	1	$	1,531.14	$ 1,531.14
8.14	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	—	$	-	1	$	-	$ -
8.2	C9300-NW-E-48	C9300 Network Essentials, 48-port license	—	$	-	1	$	-	$ -
8.3	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	—	$	-	1	$	-	$ -
8.4	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	—	$	-	1	$	-	$ -
8.5	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	—	$	2,247.48	1	$	1,267.61	$ 1,267.61
8.6	CAB-TA-NA	North America AC Type A Power Cable	—	$	-	2	$	-	$ -
8.7	C9300-SSD-NONE	No SSD Card Selected	—	$	-	1	$	-	$ -
8.8	STACK-T1-50CM	50CM Type 1 Stacking Cable	—	$	118.29	1	$	66.72	$ 66.72
8.9	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	—	$	112.38	1	$	63.39	$ 63.39
9.0	C9300-48U-E	Catalyst 9300 48-port UPOE, Network Essentials	—	$	13,192.04	2	$	7,440.52	$ 14,881.04
9.0.1	CON-SNT-C93004UE	SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Esse	12	$	945.19	2	$	799.66	$ 1,599.32
9.1	C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	—	$	-	2	$	-	$ -
9.1.1	C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	36	$	1,324.83	2	$	747.23	$ 1,494.46
9.10	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	—	$	-	2	$	-	$ -
9.11	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	—	$	-	2	$	-	$ -
9.12	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	—	$	-	2	$	-	$ -
9.13	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	—	$	-	2	$	-	$ -
9.14	NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	—	$	-	2	$	-	$ -
9.15	C9300-NM-NONE	No Network Module Selected	—	$	-	2	$	-	$ -
9.2	C9300-NW-E-48	C9300 Network Essentials, 48-port license	—	$	-	2	$	-	$ -
9.3	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	—	$	-	2	$	-	$ -
9.4	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	—	$	-	2	$	-	$ -
9.5	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	—	$	2,247.48	2	$	1,267.61	$ 2,535.22
9.6	CAB-TA-NA	North America AC Type A Power Cable	—	$	-	4	$	-	$ -
9.7	C9300-SSD-NONE	No SSD Card Selected	—	$	-	2	$	-	$ -
9.8	STACK-T1-50CM	50CM Type 1 Stacking Cable	—	$	118.29	2	$	66.72	$ 133.44
9.9	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	—	$	112.38	2	$	63.39	$ 126.78
10.0	SERVICES	Installation per SOW for switches		$	10,206.00	1	$	10,206.00	$ 10,206.00

Product Total:	**$ 170,477.54**
Services Total:	**$ 10,206.00**
Grand Total:	**$ 180,683.54**

City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 41.**

SUBJECT
Consideration to authorize payment to sole source provider, Utility Associates, Inc., in the amount not to exceed $631,215.00 for renewal of support service fees for one hundred sixty-three (163) body worn camera and one hundred fifty-two (152) in-car-video systems. These three hundred fifteen (315) systems have exceeded the five (5) year threshold for device support services included in the initial purchase. Service is needed to continue providing video cloud storage for these systems. The coverage period is January 01, 2025 through August 01, 2025. Funding is available in the General Fund - Police Department Budget and the Police Trust Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
Authorization is requested to provide payment to Utility Associates, Inc. for support services in order to continue providing cloud storage for one hundred sixty-three (163) body worn camera and one hundred fifty-two (152) in-car-video systems. Utility Associates, Inc., headquartered in Decatur, Georgia is the sole source manufacturer that designs a fully integrated AVL & GIS Software, Body Worn Camera, In-Car-Video, and Mobile Router Communications System.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Recommends that Council approves this payment.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	General Fund/Police Trust
Account #:	101-2366/665
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding for payment of support service fees for the in-car-video and body worn camera systems is available in the General Fund - Police Department budget, account number 101-2366-523.55-88, and Police Trust Fund.

Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer	Laredo TX Police
Date	12/19/2024
Sales Quote#	134949
Expires	3/31/2025
Sales Rep	Dahlia Blake
PO#	
Terms	Net 30

Bill To

yrodriguez@ci.laredo.tx.us
4712 Maher Ave
Laredo TX 78041
United States

Ship To

Laredo TX Police
4712 Maher Ave.
Laredo TX 78041
United States

Item	Description	Quantity	Price Each	Amount
ICV-S-1	**ROCKET In-Car Video Saas - The coverage period is 1/1/2025 through 12/31/2025 (12 mos.)** ***Laredo PO# 272213 / Invoice# 21204 / SO#8943** **See Amendment Table Line A for devices covered**	5	$2,918.00	$14,590.00
EOS-S-1	**EOS Intelligent Body Camera SaaS - The coverage period is 1/1/2025 through 12/31/2025 (12 mos.)** ***Laredo PO# 272213 / Invoice# 21204 / SO#8943** **See Amendment Table Line B for devices covered**	5	$1,475.00	$7,375.00
ICV-S-1	**ROCKET In-Car Video Saas - The coverage period is 1/1/2025 through 12/31/2025 (12 mos.)** ***ILaredo PO# 273892 / Invoice# 21948 / SO# 9115** **See Amendment Table Line C for devices covered**	36	$2,918.00	$105,048.00

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.

Please forward all inquiries to *clientsuccess@utility.com*

Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer	Laredo TX Police
Date	12/19/2024
Sales Quote#	134949
Expires	3/31/2025
Sales Rep	Dahlia Blake
PO#	
Terms	Net 30

Bill To

yrodriguez@ci.laredo.tx.us
4712 Maher Ave
Laredo TX 78041
United States

Ship To

Laredo TX Police
4712 Maher Ave.
Laredo TX 78041
United States

Item	Description	Quantity	Price Each	Amount
EOS-S-1	**EOS Intelligent Body Camera SaaS - The coverage period is 1/1/2025 through 12/31/2025 (12 mos.)** ***Laredo PO# 273892 / Invoice# 21948 / SO# 9115** **See Amendment Table Line D for devices covered**	27	$1,475.00	$39,825.00
ICV-S-1	**ROCKET In-Car Video Saas - The coverage period is 1/1/2025 through 12/31/2025 (12 mos.)** ***Laredo PO# 288881 / Invoice# 23306 / SO# 11027** **See Amendment Table Line E for devices covered**	3	$2,918.00	$8,754.00
ICV-S-1	**ROCKET In-Car Video Saas - The coverage period is 1/1/2025 through 12/31/2025 (12 mos.)** ***Laredo PO# 294061 / Invoice# 23517 / SO# 11551** **See Amendment Table Line G for devices covered**	2	$2,918.00	$5,836.00

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.

Please forward all inquiries to *clientsuccess@utility.com*

Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer	Laredo TX Police
Date	12/19/2024
Sales Quote#	134949
Expires	3/31/2025
Sales Rep	Dahlia Blake
PO#	
Terms	Net 30

Bill To

yrodriguez@ci.laredo.tx.us
4712 Maher Ave
Laredo TX 78041
United States

Ship To

Laredo TX Police
4712 Maher Ave.
Laredo TX 78041
United States

Item	Description	Quantity	Price Each	Amount
EOS-S-1	**EOS Intelligent Body Camera SaaS - The coverage period is 1/1/2025 through 12/31/2025 (12 mos.)** ***Laredo PO# 294061 / Invoice# 23517 / SO# 11551** **See Amendment Table Line H for devices covered**	2	$1,475.00	$2,950.00
ICV-S-1	**ROCKET In-Car Video Saas - The coverage period is 1/1/2025 through 12/31/2025 (12 mos.)** ***Laredo PO# 294581 / Invoice# 23389 / SO# 11616** **See Amendment Table Line I for devices covered**	44	$2,918.00	$128,392.00
EOS-S-1	**EOS Intelligent Body Camera SaaS - The coverage period is 1/1/2025 through 12/31/2025 (12 mos.)** ***Laredo PO# 294581 / Invoice# 23389 / SO# 11616** **See Amendment Table Line J for devices covered**	17	$1,475.00	$25,075.00

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.

Please forward all inquiries to *clientsuccess@utility.com*

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Ship To

Laredo TX Police
4712 Maher Ave.
Laredo TX 78041
United States

Item	Description	Quantity	Price Each	Amount
EOS-S-1	**EOS Intelligent Body Camera SaaS -The coverage period is 1/1/2025 through 12/31/2025 (12 mos.)** ***Laredo PO# 304027 / Invoice# 29434 / SO# 13202** **See Amendment Table Line K for devices covered**	14	$1,475.00	$20,650.00
ICV-S-1	**ROCKET In-Car Video Saas - The coverage period is 1/1/2025 through 12/31/2025 (12 mos.)** ***Laredo PO# 309849 / Invoice# 26378 / SO# 14490** **See Amendment Table Line L for devices covered**	16	$2,918.00	$46,688.00
EOS-S-1	**EOS Intelligent Body Camera SaaS - The coverage period is 1/1/2025 through 12/31/2025 (12 mos.)** ***Laredo PO# 309849 / Invoice# 26378 / SO# 14490** **See Amendment Table Line M for devices covered**	25	$1,475.00	$36,875.00

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Sales Rep	Dahlia Blake
PO#	
Terms	Net 30

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yrodriguez@ci.laredo.tx.us
4712 Maher Ave
Laredo TX 78041
United States

Ship To

Laredo TX Police
4712 Maher Ave.
Laredo TX 78041
United States

Item	Description	Quantity	Price Each	Amount
ICV-S-1	**ROCKET In-Car Video Saas - The coverage period is 1/1/2025 through 12/31/2025 (12 mos.)** ***Laredo PO# 322923 / Invoice# 28986 / SO# 17343** **See Amendment Table Line N for devices covered**	2	$2,918.00	$5,836.00
EOS-S-1	**EOS Intelligent Body Camera SaaS - The coverage period is 1/1/2025 through 12/31/2025 (12 mos.)** ***Laredo PO# 322923 / Invoice# 28986 / SO# 17343** **See Amendment Table Line O for devices covered**	2	$1,475.00	$2,950.00
ICV-S-1	**ROCKET In-Car Video Saas - 1 Year: The coverage period is 1/1/2025 through 12/31/2025 (12 mos.)** ***Laredo PO# 326835 / Invoice# 30436 / SO# 18121** **See Amendment Table Line Q and R for devices covered**	42	$2,918.00	$122,556.00

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.

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Quote

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Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer	Laredo TX Police
Date	12/19/2024
Sales Quote#	134949
Expires	3/31/2025
Sales Rep	Dahlia Blake
PO#	
Terms	Net 30

Bill To

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4712 Maher Ave
Laredo TX 78041
United States

Ship To

Laredo TX Police
4712 Maher Ave.
Laredo TX 78041
United States

Item	Description	Quantity	Price Each	Amount
EOS-S-1	**EOS Intelligent Body Camera SaaS - 1 Year: The coverage period is 1/1/2025 through 12/31/2025 (12 mos.)** ***Laredo PO# 326835 / Invoice# 30436 / SO# 18121**	42	$1,475.00	$61,950.00
ICV-S-1	**ROCKET In-Car Video Saas - 1 Year: The coverage period is 1/1/2025 through 12/31/2025 (12 mos.)** ***Laredo PO# 33173 / Invoice# 31777 / SO# 19673**	2	$2,918.00	$5,836.00
EOS-S-1	**EOS Intelligent Body Camera SaaS - 1 Year: The coverage period is 1/1/2025 through 12/31/2025 (12 mos.)** ***Laredo PO# 33173 / Invoice# 31777 / SO# 19673** **See Amendment Table Line S for devices covered**	2	$1,475.00	$2,950.00
CAD-S-1	**CAD Activation SaaS - The coverage period is 1/1/2025 through 12/31/2025 (12 mos.)**	163	$180.00	$29,340.00

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.

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Quote

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Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer	Laredo TX Police
Date	12/19/2024
Sales Quote#	134949
Expires	3/31/2025
Sales Rep	Dahlia Blake
PO#	
Terms	Net 30

Bill To

yrodriguez@ci.laredo.tx.us
4712 Maher Ave
Laredo TX 78041
United States

Ship To

Laredo TX Police
4712 Maher Ave.
Laredo TX 78041
United States

Item	Description	Quantity	Price Each	Amount
Signature Line	**Signature:**_____			
	Name:_____			
	Date:_____			
	PO:_____			

Subtotal	$673,476.00
Discount	($42,261.00)
Subtotal	$631,215.00
Sales Tax (%)	$0.00
Total	$631,215.00

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.

Please forward all inquiries to *clientsuccess@utility.com*

City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 42.**

SUBJECT
Consideration to authorize the purchase contract with GT Distributors, Inc., Pflugerville, Texas, in the amount not to exceed $105,000.00 to purchase tactical equipment for the Police Department SWAT members. This purchase shall be made utilizing the BuyBoard Cooperative Purchasing Contract No. 698-23. Funding is available in the Police Trust Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
Authorization is requested for the purchase of tactical equipment for the Police Department SWAT members. This equipment will be to outfit ten (10) new SWAT operators that have been added to the team. Equipment is utilized for responding to high risk situations (tactical operations) within the city.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this purchase be authorized.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Police Trust Fund
Account #:	665-2312
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the Police Trust Fund.

Quote	QTE0210246
Date	6/4/2025
Page:	1

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Laredo City of (TX)
Attn: Accounts Payable
P O Box 210
Laredo TX 78042-0210

Ship To:

Laredo, City of
4712 Maher Ave
REF PO:
Attn:
Laredo TX 78041

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
250527 PTA/TCI/AVON	000588	KE	FACTORY DIRECT	NET 30	0/0/0000	3,068,630

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
11	SBA-1303518-OC*	Oregon City Carrier, Front Opening, DN6566 Color: BLACK	EA	$297.00	$3,267.00
12	PTA-1355851*	HYPER X™ Tactical Carrier, AWS, FirstSpear®	EA	$599.50	$7,194.00
12	PTA-1354672*	PTA HYPER X™ Ballistic Panel Set, Hardwire® all in Black color	EA	$770.00	$9,240.00
12	PTA-1354674*	Safariland HYBRID Side Ballistics, Hardwire® 6	EA	$404.25	$4,851.00
12	PTA-1355974*	Safariland Non Ballistic Shoulder Pad - Standar	EA	$63.25	$759.00
12	PTA-1223589-S*	Protech Hyper X ID 5x3 velcro black with grey lettering	EA	$8.25	$99.00
12	PTA-1223589-L*	Safariland HTV Large ID velcro black with grey lettering	EA	$8.25	$99.00
24	PTA-1347561*	PTA IMPAC C1 Special Threat ICW 10.25X13.2 ALL PLATES ARE QUOTED AS LARGE SIZES AND PART NUMBERS SUBJECT TO CHANGE AFTER SIZING IS COMPLETED	EA	$486.75	$11,682.00
45	PTA-1219671-TP5B*	Protech TP5B M4 Triple Magazine Pouch	EA	$35.75	$1,608.75
45	PTA-1219671-TP21A*	Protech Radio Pouch w/ Bungee Strap	EA	$41.25	$1,856.25
45	PTA-1219671-TP10A*	TP10A, Side Arm Magazine Pouch, Double	EA	$30.25	$1,361.25
45	PTA-1219671-TP17A*	Protech Handcuff Pouch - Dual	EA	$24.75	$1,113.75
45	PTA-1219671-TP14*	SAF Expandable Baton/Light Pouch - Single	EA	$24.75	$1,113.75

Quote	QTE0210246
Date	6/4/2025
Page:	2

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Laredo City of (TX)
Attn: Accounts Payable
P O Box 210
Laredo TX 78042-0210

Ship To:

Laredo, City of
4712 Maher Ave
REF PO:
Attn:
Laredo TX 78041

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
250527 PTA/TCI/AVON	000588	KE	FACTORY DIRECT	NET 30	0/0/0000	3,068,630

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
45	PTA-1219671-TP33*	Protech Tourniquet Pouch	EA	$46.75	$2,103.75
10	TCI-LIB4_A_APX/LBKUI	LIB 4 FOR APX, BP Mount. Susp., BK, LEFT M	EA	$1,667.60	$16,676.00
10	TCI-1221460*	LIB ADVANTAGE 3 YEAR Protection	EA	$199.00	$1,990.00
10	PTA-1353807*	Busch Pro AMP-1TP ACH High-Cut Rails Black	EA	$1,545.50	$15,455.00
10	PTA-1353888*	Busch Pro NVG-2 Shroud, Wilcox Lightweight 3	EA	$145.75	$1,457.50
10	AVON-72601-229*	Avon FM53 Twin Port Specialist Responder Kit	EA	$2,143.68	$21,436.80
1	NOTE		Each	$0.00	$0.00
		Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/26. Email BuyBoard PO's to info@buyboard.com			

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesperson is Amari Blythe. Thank You.
Jaime Rodriguez <jrodrigue8@ci.laredo.tx.us>

Subtotal	$103,363.80
Misc	$0.00
Tax	$0.00
Freight	$95.99
Total	$103,459.79

City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 43.**

SUBJECT
Motion to nominate a Council Member/Person as the City of Laredo's candidate to serve for the Webb County Appraisal District Board of Directors 2026-2029 Year Term commencing on January 1, 2026 as per the passage of Senate Bill 2 of the 88th Legislature in 2023 and Section 6.03 of the Texas Property Tax Code. City Council will cast its 1,039 votes in any manner it wishes for those individuals listed on the ballot provided by the Chief Appraiser.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
On November 18, 2024, City Council approved Resolution 2024-R-345 to cast 1,039 votes for Council Member Gilbert Gonzalez as the City of Laredo's candidate to serve in the Webb County Appraisal District Board of Directors for the 2025 Year Term commencing January 1, 2025 as per Senate Bill 2 and Section 6.03 of the Texas Property Tax Code.

BACKGROUND
With the passage of Senate Bill 2 and under its provisions, the Terms are now staggered and two (2) of the five (5) directors served a one-year term, and three (3) of the five (5) directors served a three-year term, and the candidates selected began their term in January 1, 2025. The City of Laredo's Board Member was selected to serve a one year term starting on January 1, 2025 and will now serve a four year term commencing January 1, 2026. The Chief Appraiser of the Appraisal District must submit the total number of votes to each taxing unit eligible to vote for the Board of Directors.

Before October 15, 2025, the City Council must nominate and deliver to the Chief Appraiser the name/s of those person/s nominated. This year, the City is entitled to 1,039 votes that may be used to elect one to five candidates. The number of votes is determined by the percentage of the City's 2024 tax levy in relation to all other tax levies within the Webb County Appraisal District. The Property Tax Code allows the City to nominate one person per position up to a total of five. Each person will be placed on the ballot. Before December 15, 2025, the council must cast its 1,039 votes in any manner it wishes for those individuals listed on the ballot provided by the Chief Appraiser. The board members will oversee the operations of the Webb County Appraisal District.

Voting Entitlement for Taxing Units is as follows:

Entity	2024 TAX LEVY	PERCENTAGE OF VOTING ENTITLEMENT	NUMBER OF VOTES (1)
Webb County	$124,780,069	22.937%	1,165
United ISD	$199,316,756	36.638%	1,884
City of Laredo	$119,080,206	21,889%	1,039
Laredo ISD	$ 36,178,859	6.650%	314
Webb ISD	$ 6,941,194	1.276%	71
City of Rio Bravo	$ 584,586	0.107%	4
City of El Cenizo	$ 363,098	0.067%	5
Laredo College (2)	$ 56,773,880	10.436%	519
TOTAL TAX LEVY	$544,018,648	100%	5,000

COMMITTEE RECOMMENDATION
Not Applicable

STAFF RECOMMENDATION
Approve motion to nominate the City's candidate for the Webb County Appraisal District Board of Directors for the 2025-2029 Year Term.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
There is no financial impact to the City.

WEBB COUNTY APPRAISAL DISTRICT
3302 CLARK BOULEVARD
LAREDO, TEXAS 78043-3346
PHONE: (956)718-4091 FAX: (956)718-4052

August 27, 2025

Ms. Dora Maldonado, Tax Assessor & Collector
City of Laredo
1102 Bob Bullock Loop
Laredo, Texas 78043

Re: **2025 ELECTION OF BOARD OF DIRECTORS**
VOTES, NOMINATIONS AND CALENDAR OF EVENTS

Dear Ms. Maldonado:

October 1, 2025, marks the beginning of the election of the Webb County Appraisal District's Board of Directors for the 2026-2029 term. As you may recall with the passage of Senate Bill 2 in 2023, Board Member terms for the five (5) appointed taxing unit representatives are on staggered terms. Specifically, two (2) of the five (5) directors are serving a one-year term, and three (3) of the five (5) are serving a three-year term, which requires the Appraisal District to facilitate this process again for 2025. **The positions of the two (2) Directors serving one-year terms will expire on December 31, 2025.** Accordingly, the candidates appointed will begin his/her four (4) year term beginning on January 1, 2026. Section 6.03 of the Texas Property Tax Code establishes the selection process for Appraisal District Directors. **The process starts October 1st, and the election will be concluded by December 31st.**

PARTICIPATING TAXING UNITS

Directors are nominated and selected by the governing bodies of the taxing units in the Appraisal District. These taxing units include the county, cities, junior college districts, and the school districts that participate in the Appraisal District. The governing bodies of the taxing units participating in the Appraisal District for the 2026-2029 term are the **City of Laredo and United Independent School District.** The two (2) participating taxing units entitled to vote may submit a nominee for filling each position before October 15th. Other special districts such as hospital districts, drainage districts, and rural fire prevention districts are not eligible to participate in the nomination and election process.

DIRECTOR'S ELIGIBILITY

To be eligible to serve on the Board of Directors, an individual must have resided in Webb County for at least two (2) years immediately preceding the date the individual takes office. Members of the general public and the governing body or elected officials of a taxing unit can serve as directors. This residency requirement does not apply to the County Tax Assessor/Collector serving as an Ex-Officio director.

Employees of a taxing unit are not eligible to serve on the Board of Directors unless that individual is a member of the governing body or an elected official of a participating taxing unit. Furthermore, elected Board members must not owe delinquent taxes on their property within Webb County. They cannot be related within the second degree of consanguinity (blood) or affinity (marriage) to an appraiser who appraises property or a person who represents property owners for compensation for use in a proceeding under the Property Tax Code. Additionally, an individual is not eligible to be appointed to or serve on the board of directors if an individual has a substantial interest in a business entity that is a party to a contract with the Webb County Appraisal District.

VOTING ENTITLEMENT

The voting entitlement of the taxing units is based on the percentage share of a unit's tax levy with respect to the overall tax levy for the year 2024 for all taxing units entitled to vote. The enclosed **"Voting Entitlement Schedule"** identifies the number of votes for each taxing unit. **Please note your voting entitlement for the election process**.

NOMINATIONS

Before October 15th, each taxing unit entitled to vote may nominate one candidate for each position to be filled on the Board of Directors by resolution adopted by its governing body. The presiding officer of the governing body for the unit shall submit the **names and addresses** of the unit's nominees to the Chief Appraiser by the deadline.

PLANNING CALENDAR

In an attempt to better serve your jurisdiction, a **"Planning Calendar"** with important dates and events in the election process is enclosed for your reference and action. For your convenience, the **calendar also provides a section to enter your anticipated date of completion**.

NEXT STEP

The Chief Appraiser has completed his voting entitlement notification with this letter. **Your first step is to proceed with your candidate nomination(s) for submission, by resolution, to the Chief Appraiser before October 15th**.

Thank you for the opportunity to assist your jurisdiction in this Board selection process. Please be advised that I will be available to your governing body and administration if my assistance or any presentation to your agency is desired. Please call if you have any questions.

Sincerely,



Bobby Peregoy
Chief Appraiser

WEBB COUNTY APPRAISAL DISTRICT
3302 CLARK BOULEVARD
LAREDO, TEXAS 78043-3346
PHONE: (956)718-4091 FAX: (956)718-3041

2025 BOARD OF DIRECTORS ELECTIONS
PLANNING CALENDAR

DATE	STATUS	EVENT
Before October 1st	**COMPLETED 8/27/2025**	Chief Appraiser shall calculate and deliver written notice of voting entitlement to each taxing unit entitled to vote on Appraisal District Director positions.
Before October 15th	_____	Each taxing unit entitled to vote may nominate **by resolution** adopted by its governing body one candidate for each positions to be filled on the Appraisal District Board of Directors. **You may nominate up to 5 candidates.** Resolution must be submitted to the Chief Appraiser by the deadline.
Before October 30th	_____	Chief Appraiser shall prepare a ballot listing the candidates alphabetically whose names were timely submitted and deliver it to the presiding officer of the governing body of each taxing unit.
Before December 15th	_____	The governing body of each taxing unit entitled to vote shall select its candidate(s) and cast its votes **by resolution** and submit it to the Chief Appraiser by the deadline.
Before December 31st	_____	The Chief Appraiser shall count the votes, declare the five candidates and submit the results to the governing body of each taxing unit and to the candidates. **The Chief Appraiser shall resolve a tie vote by any method of chance**

WEBB COUNTY APPRAISAL DISTRICT
2025 BOARD OF DIRECTOR'S ELECTION

VOTING ENTITLEMENTS FOR TAXING UNITS

ENTITY	2024 TAX LEVY	PERCENTAGE OF VOTING ENTITLEMENT	NUMBER OF VOTES (1)
Webb County	$124,780,069	22.937%	1165
United ISD	$199,316,756	36.638%	1884
City of Laredo	$119,080,206	21.889%	1039
Laredo ISD	$36,178,859	6.650%	314
Webb CISD	$6,941,194	1.276%	71
City of Rio Bravo	$584,586	0.107%	4
City of El Cenizo	$363,098	0.067%	5
Laredo College (2)	$56,773,880	10.436%	519
TOTAL TAX LEVY	$544,018,648	100%	5000

(1) Voting Entitlements for the Taxing Entities for electing five members to the Webb County Appraisal District Board of Directors.
(2) Effective June 14, 2013 Junior College Districts were allowed to particpate in the election process.

City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 44.**

SUBJECT
Consideration to award annual service contract FY25-068 with the most responsive/responsible bidder SPL, Inc. Broussard, LA in an annual amount up to $211,000.00 for a total contract value of $1,055,000.00 to provide laboratory analytical services for water and wastewater samples in accordance to Environmental Protection Agency (EPA) approved standard methods. Sample testing is done on a daily, monthly, quarterly, and annual basis. The term of this contract shall be for a period of two years beginning as of the date of its execution and is contingent upon the availability of appropriated funds. Term of the contract is for two (2) years with three additional one (1) year periods, upon mutual agreement of the parties. Funding is available in the Waterworks and Sewer System Funds.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
None

BACKGROUND
The City received two (2) bid through Cit-E-Bid for awarding a two-year service contract to provide laboratory analytical services for water and wastewater samples for the Utilities Department The testing laboratory is currently responsible for sample handling, analysis, and reporting on a wide range of environmental parameters in soil, water, and sludge samples for both water and wastewater applications. The term of this contract shall be for a period of two-years beginning as of the date of its execution. This contract can be renewed for three additional one-year periods. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department. Staff is recommending that this contract be awarded to the most responsive/responsible bidder SPL Inc. whom provides a higher standard of service.

Tables under contract:

Table AA-Wastewater Sampling Events	Table L-W.T. Pesticides/Herbicides
Table AA-Miscellaneous Sampling Groups	Table M-W.T. TTHM
Table A-Sludge Permit	Table N-W.T. HAA
Table B-Sludge TCLP (as per 40 CFR 261)	Table O-W.T. TOC
Table C-Sludge Pathogens	Table OO-W.T. SUVA
Table D-Soil	Table OOO-W.T. SUVA
Table E-W.W. Groundwater Group A	Table P-W.T. Radionuclides

Table F-W.W. Groundwater Group B
Table G-W.W. Metals
Table H-Root Zone Nutrients
Table I-W.W. Priority Pollutants
Table J- W.T. Metal Groups A
Table K-W.T. Metal Groups B
Table Q-W.W. Process Control
Table R-W.T. Ion Analysis
Table S-Microbiology
Table T-Industrial Pretreatment
Table U-Storm Water Multisector Permit
A completed bid tabulation is attached.

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
Approval of motion

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Yes
Source of Funds:	Waterworks and Sewer System funds
Account #:	559-4210 533-5514 & 557-4120-533-5514
Change Order: Exceeds 25% Y/N:	No

FINANCIAL IMPACT:
The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

FY25-068 Analyrical Lab Services Addendum 1

SPL, Inc.

Supplier Response

Event Information

Number:	FY25-068 Analyrical Lab Services Addendum 1
Title:	Analytical Lab Services - Utilities Department
Type:	Invitation For Bid
Issue Date:	6/24/2025
Deadline:	7/17/2025 05:00 PM (CT)
Notes:	******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. ********** Bid forms can be downloaded and printed through Cit-E-Bid. *****Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. ********

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

SPL, Inc. Information

Contact:	Greg Horton
Address:	101 Ibex Lane Broussard, LA 70508
Phone:	(214) 793-3558
Email:	greg.horton@spllabs.com
Web Address:	https://spllabs.com/

By submitting your response, you certify that you are authorized to represent and bind your company.

Gregory K. Horton
Signature

greg.horton@spllabs.com
Email

Submitted at 7/14/2025 07:38:08 PM (CT)

Supplier Note

All testing to be performed at SPL, Inc., 2600 Dudley Road Kilgore, TX 75663

Requested Attachments

Non-Collusive Affidavit

CoLaredo Aff CDd Exec 070925 Signed and Notarized.pdf

Form 1295

Form 1295 Certificate 101395079-2.pdf

Required upon award of bid.

Response Attachments

Conflict of Interest Questionnaire-Revised 1-1-2021 SPL Signed.pdf

Conflict of Interest Questionnaire

SPL Kilgore certificate scope 2025.pdf

SPL Kilgore TCEQ NELAP Certificate

Key Personnel_July 2025.pdf

SPL Key Personnel

Experience and Length of Time In Business.pdf

SPL Experience and Length of Time In Business

References.pdf

SPL References

KIL-95-Quality Manual R30.pdf

SPL Kilgore Quality Manual

Eurofins TCEQ NELAP Certificate Gross Alpha and Gross Beta.pdf

Eurofins TCEQ NELAP Certificate Gross Alpha and Gross Beta

SPL Online Portal and Data Access.pdf

SPL Online Portal and Data Access

041725G.pdf

WS 2025

WS-342.pdf

WS 2025

ERA QR 020624C.pdf

WS 2024

WS-330.pdf

WS 2024

WS-331.pdf

WS 2024

WS-336.pdf

WS 2024

QR 052424D.pdf

WS 2024

ERA QR 092523D.pdf

WS 2023

ERA QR 101823J.pdf

WS 2023

ERA WS-317.pdf

WS 2023

ERA WS-320.pdf

WS 2023

ERA WS-321.pdf

WS 2023

ERA WS-324.pdf

WS 2023

012925K.pdf

WP 2025

WP-360.pdf

WP 2025

WP-361.pdf

WP 2025

WP-348.pdf

WP 2024

WP-349.pdf

WP 2024

WP-354.pdf

WP 2024

WP-355.pdf

WP 2024

WR 052424E.pdf

WP 2024

ERA QR071723V NHaN.pdf

WP 2023

ERA QR092523E.pdf

WP 2023

ERA QR121523Q.pdf

WP 2023

ERA WP-337.pdf

WP 2023

ERA WP-336.pdf

WP 2023

ERA WP-342.pdf

WP 2023

ERA WP-342.pdf

WP 2023

ERA WP-343.pdf

WP 2023

Bid Attributes

1	**Award by Total** This contract will be awarded by total to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code ☑ Yes
2	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
3	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** SPL, Inc., Greg Horton, Vice President Environmental Sales. 214-793-3558
4	**State how long under has the business been in its present business name** 81 Years (since 1944)
5	**If applicable, list all other names under which the Business identified above operated in the last five years** SPL, Inc. - Southern Petroleum Laboratories, Inc.
6	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

7	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? No
8	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? No
9	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
10	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member. 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.
11	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
12	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes

13	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
14	**This is a** New Submission
15	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Gregory K. Horton
16	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY25-068 Analyrical Lab Services (Analytical Lab Services - Utilities Department)
17	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** SPL, Inc.
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
19	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
21	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
22	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
23	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. *No response*

24 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council. or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

25 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

26 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

27 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

28 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

29 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section

30 **Question 10. No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section

31 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised

32	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Greg Horton, Vice President of Environmental Sales, SPL, Inc. 07/07/2025
33	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct
34	**Company Information Questionnaire** ☑ I have completed this section
35	**Conflict of Interest Questionnaire** ☑ I have completed this section
36	**Non-Collusive Affidavit** ☑ I have completed and included this form
37	**Discretionary Contracts Disclosure** ☑ I have completed this section
38	**Certificate of Interested Parties (Form 1295)** In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46. Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract. ☑ I will comply with this form

39

Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents. of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive. and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata 5512, Thomas Ave, Laredo, TX 78041; email: jezapata@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).
(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

40 **Insurance Terms and Conditions**

INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000.000 each-occurrence each accident/$1,000.000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

NON-CONSTRUCTION BIDS:

Insurance Requirements

The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non- owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and

shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(j) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(k) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non- owned, and hired car coverage.

(l) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(n) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies. 13. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
4. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
5. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(o) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

41 **Contract Requirements**

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

42 **Byrd Anti-Lobbying Amenament (31 U.S.C. 1352)**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award 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.

☑ I have read and understand this section

43 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

44 **Addendum**

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Important Notice:

- Addendum notifications will be sent to the email address associated with each submission.
- It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged.
- Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

☑ Acknowledge

45 **Acknowledgement of FY25-068 Table A & Table B**

☑ Vendor has acknowledged questions and answers.

Bid Lines

1 **Package Header**

Table AA - Wastewater Sampling Events
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $40.066.00

Package Items

1.1 Sludge Permit

Quantity: 16 UOM: EA / Year Price: $294.00 Total: $4,704.00

1.2 Sludge TCLP

Quantity: 6 UOM: EA / Year Price: $555.00 Total: $3,330.00

1.3 Sludge Pathogens

Quantity: 4 UOM: EA / Year Price: $60.00 Total: $240.00

1.4 Soil

Quantity: 18 UOM: EA / Year Price: $310.00 Total: $5,580.00

1.5 W. W. Groundwater Group A

Quantity: 32 UOM: EA / Year Price: $250.00 Total: $8,000.00

1.6 W. W. Groundwater Group B

Quantity: 16 UOM: EA / Year Price: $218.00 Total: $3,488.00

1.7 W. W. Metals

Quantity: 40 UOM: EA / Year Price: $102.00 Total: $4,080.00

1.8 Root Zone Nutrients

Quantity: 12 UOM: EA / Year Price: $112.00 Total: $1,344.00

1.9 Priority Pollutants

Quantity: 12 UOM: EA / Year Price: $775.00 Total: $9,300.00

2 Package Header

Table AA - Water Sampling Events
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $16,910.00

Package Items

2.1 W. T. Metals Group A

Quantity: 12 UOM: EA / Year Price: $48.00 Total: $576.00

2.2 W. T. Metals Group B

Quantity: 12 UOM: EA / Year Price: $62.00 Total: $744.00

2.3 W. T. Pesticides / Herbicides

Quantity: 12 UOM: EA / Year Price: $250.00 Total: $3,000.00

2.4 T.T.H.M.

Quantity: 24 UOM: EA / Year Price: $70.00 Total: $1,680.00

2.5 H.A.A.-5

Quantity: 24 UOM: EA / Year Price: $140.00 Total: $3,360.00

2.6 T.O.C.

Quantity: 48 UOM: EA / Year Price: $25.00 Total: $1,200.00

2.7 SUVA

Quantity: 48 UOM: EA / Year Price: $125.00 Total: $6,000.00

2.8 Radionuclides Total, a and ß

Quantity: 2 UOM: EA / Year Price: $175.00 Total: $350.00

3 Package Header

Table AA - Miscellaneous Sampling Groups
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $84,814.00

Package Items

3.1 W.W. Permit & Process Control

Quantity: 365 UOM: EA / Year Price: $190.00 Total: $69,350.00

3.2 W.T. Ion Analysis

Quantity: 12 UOM: EA / Year Price: $162.00 Total: $1,944.00

3.3 Microbiology

Quantity: 32 UOM: EA / Year Price: $240.00 Total: $7,680.00

3.4 Industrial Pretreatment

Quantity: 20 UOM: EA / Year Price: $270.00 Total: $5,400.00

3.5 Storm Water Multi-Sector Permit

Quantity: 4 UOM: EA / Year Price: $110.00 Total: $440.00

4 Package Header

Table A - Sludge Permit
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $294.00

Package Items

4.1 Arsenic, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

4.2 Cadmium, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

4.3 Chromium, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

4.4 Copper, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

4.5 Lead, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

4.6 Molybdenum, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

4.7 Nickel, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

4.8 Selenium, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

4.9 Silver, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

4.10 Zinc, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

4.11 Mercury

Quantity: 1 UOM: mg/Kg Price: $22.00 Total: $22.00

4.12 Phosphorus

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

4.13 Potassium

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

4.14 Corrosivity (pH – liquids)

Quantity: 1 UOM: s.u Price: $8.00 Total: $8.00

4.15 Specific Gravity

Quantity: 1 UOM: 25'C Price: $8.00 Total: $8.00

4.16 Total Volatile Solids

Quantity: 1 UOM: % Price: $15.00 Total: $15.00

4.17 Total Solids

Quantity: 1 UOM: % Price: $15.00 Total: $15.00

4.18 Ammonia Nitrogen (NH3-N)

Quantity: 1 UOM: mg/Kg Price: $25.00 Total: $25.00

4.19 Nitrate Nitrogen (NO3-N)

Quantity: 1 UOM: mg/Kg Price: $15.00 Total: $15.00

4.20 Total Nitrogen Kjeldahl (TKN)

Quantity: 1 UOM: mg/Kg Price: $30.00 Total: $30.00

4.21 Total PCB's

Quantity: 1 UOM: mg/Kg Price: $60.00 Total: $60.00

4.22 Extraction, Extract Clean Up, Determination

Quantity: 1 Price: $0.00 Total: $0.00

5 Package Header

Table B Sludge TCLP (as per 40 CFR 261 Appendix II & Part 268 Appendix I) (contaminants listed Table 1, 40 CFR section 261.24)
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $555.00

Package Items

5.1 Metals

Quantity: 1 UOM: mg/L Price: $85.00 Total: $85.00

5.2 Pesticides

Quantity: 1 UOM: µg/L Price: $120.00 Total: $120.00

5.3 Herbicides

Quantity: 1 UOM: µg/L Price: $130.00 Total: $130.00

5.4 Volatile Organics

Quantity: 1 UOM: µg/L Price: $70.00 Total: $70.00

5.5 Semi -Volatile Organics

Quantity: 1 UOM: µg/L Price: $150.00 Total: $150.00

6 Package Header

Table C - Sludge Pathogens
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $60.00

Package Items

6.1 Fecal Coliforms

Quantity: 1 UOM: MPN Price: $60.00 Total: $60.00

7 Package Header

Table D - Soil
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $310.00

Package Items

7.1 Cationic Exchange Capacity

Quantity: 1 UOM: meq/100g Price: $40.00 Total: $40.00

7.2 Arsenic, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

7.3 Cadmium, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

7.4 Chromium, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

7.5 Copper, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

7.6 Lead, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

7.7 Nickel, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

7.8 Silver, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

7.9 Zinc, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

7.10 Mercury

Quantity: 1 UOM: mg/Kg Price: $22.00 Total: $22.00

7.11 Phosphorus

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

7.12 Potassium

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

7.13 pH

Quantity: 1 UOM: s.u. Price: $8.00 Total: $8.00

7.14 Total Volatile Solids

Quantity: 1 UOM: % Price: $15.00 Total: $15.00

7.15 Total Solids

Quantity: 1 UOM: % Price: $15.00 Total: $15.00

7.16 Ammonia Nitrogen

Quantity: 1 UOM: mg/Kg Price: $25.00 Total: $25.00

7.17 Nitrate Nitrogen

Quantity: 1 UOM: mg/Kg Price: $15.00 Total: $15.00

7.18 Total Nitrogen Kjeldahl (TKN)

Quantity: 1 UOM: mg/Kg Price: $30.00 Total: $30.00

7.19 Total PCB's

Quantity: 1 UOM: mg/Kg Price: $60.00 Total: $60.00

7.20 Extraction, Extract Clean Up, Determination 3540 / 3550; 3620 / 3640 / 3650; 8080

Quantity: 1 Price: $0.00 Total: $0.00

8 Package Header

Table E —WW Groundwater Group A
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $261.00

Package Items

8.1 Fecal Coliforms

Quantity: 1 UOM: CFU/100 ml Price: $60.00 Total: $60.00

8.2 Total Alkalinity

Quantity: 1 UOM: mg/L CaCO3 Price: $15.00 Total: $15.00

8.3 Conductivity

Quantity: 1 UOM: µmho/cm Price: $8.00 Total: $8.00

8.4 pH

Quantity: 1 UOM: S.U. Price: $8.00 Total: $8.00

8.5 Total Dissolved Solids

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

8.6 Sulfate (SO4)

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

8.7 Chloride (Cl)

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

8.8 Phosphorus

Quantity: 1 UOM: mg/L Price: $30.00 Total: $30.00

8.9 Total Nitrogen Kjeldahl (TKN)

Quantity: 1 UOM: mg/L Price: $30.00 Total: $30.00

8.10 Ammonia Nitrogen (NH3-N)

Quantity: 1 UOM: mg/L Price: $25.00 Total: $25.00

8.11 Nitrate Nitrogen (NO3-N)

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

8.12 Total Organic Carbon

Quantity: 1 UOM: mg/L Price: $25.00 Total: $25.00

9 Package Header

Table F —WW Groundwater Group B
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $218.00

Package Items

9.1 Cadmium

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

9.2 Copper

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

9.3 Lead

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

9.4 Nickel

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

9.5 Potassium

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

9.6 Zinc

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

9.7 COD

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

9.8 Phenolics

Quantity: 1 UOM: mg/L Price: $25.00 Total: $25.00

9.9 TOX

Quantity: 1 UOM: mg/L Price: $70.00 Total: $70.00

9.10 Total PCB's

Quantity: 1 UOM: mg/L Price: $60.00 Total: $60.00

9.11 Extraction, Extract Clean Up, Determination: 3540 / 3550; 3620 / 3640 / 3650; 8080

Quantity: 1 Price: $0.00 Total: $0.00

10 Package Header

Table G – W. W. Metals
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $102.00

Package Items

10.1 Antimony, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

10.2 Barium, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

10.3 Lead, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

10.4 Nickel, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

10.5 Silicon, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

10.6 Chromium, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

10.7 Copper, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

10.8 Mercury, Total

Quantity: 1 UOM: mg/L Price: $22.00 Total: $22.00

10.9 Arsenic, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

10.10 Cadmium, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

10.11 Silver, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

1
1

Package Header

Table H – Root Zone Nutrients
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $137.00

Package Items

11.1 pH

Quantity: 1 UOM: S.U. Price: $8.00 Total: $8.00

11.2 Potassium

Quantity: 1 UOM: mg/kg Price: $8.00 Total: $8.00

11.3 Phosphorus

Quantity: 1 UOM: mg/kg Price: $8.00 Total: $8.00

11.4 Total Nitrogen

Quantity: 1 UOM: mg/kg Price: $60.00 Total: $60.00

11.5 Conductivity

Quantity: 1 UOM: µmho/cm Price: $8.00 Total: $8.00

11.6 Nitrogen, Nitrate Total (as N)

Quantity: 1 UOM: mg/K Price: $15.00 Total: $15.00

11.7 Nitrogen, Kjeldahl Total (as N)

Quantity: 1 UOM: mg/K Price: $30.00 Total: $30.00

1
2

Package Header

Table I W. W. Priority Pollutants
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $955.00

Package Items

12.1 Aluminum, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

12.2 Antimony, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

12.3 Arsenic, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

12.4 Barium, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

12.5 Beryllium, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

12.6 Cadmium, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

12.7 Chromium, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

12.8 Hex Chromium

Quantity: 1 UOM: µg/L Price: $25.00 Total: $25.00

12.9 Copper, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

12.10 Cyanide, Total

Quantity: 1 UOM: µg/L Price: $25.00 Total: $25.00

12.11 Lead, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

12.12 Manganese, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

12.13 Mercury, Total

Quantity: 1 UOM: µg/L Price: $22.00 Total: $22.00

12.14 Molybdenum, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

12.15 Nickel, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

12.16 Phenol, Total Recoverable

Quantity: 1 UOM: µg/L Price: $25.00 Total: $25.00

12.17 Selenium, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

12.18 Silver, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

12.19 Thallium, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

12.20 Zinc, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

12.21 Acid Digestion, Total Metals

Quantity: 1 UOM: µg/L Price: $0.00 Total: $0.00

12.22 Concentrate ICAP Sx 2x Prior to Analysis

Quantity: 1 UOM: µg/L Price: $0.00 Total: $0.00

12.23 Extraction Chlorides Pesticides / PCBs Continuous Liquid – Liquid Extraction

Quantity: 1 UOM: µg/L Price: $0.00 Total: $0.00

12.24 Extraction Semi-volatile Compounds Continuous Liquid – Liquid Extraction

Quantity: 1 UOM: µg/L Price: $0.00 Total: $0.00

12.25 Pesticides / PCBs (25 Organochlorine)

Quantity: 1 UOM: µg/L Price: $140.00 Total: $140.00

12.26 Semi-volatile Organics (56)

Quantity: 1 UOM: µg/L Price: $150.00 Total: $150.00

12.27 Semi-volatile Organics (56)

Quantity: 1 UOM: µg/L Price: $150.00 Total: $150.00

12.28 Semi-volatile Organics-Non Standard List 1,2-Diphenylhydrazine as Azobenzene

Quantity: 1 UOM: µg/L Price: $150.00 Total: $150.00

12.29 Volatile Organics (27)

Quantity: 1 UOM: µg/L Price: $70.00 Total: $70.00

12.30 Volatile Organics – Non Standard List (2)

Quantity: 1 UOM: µg/L Price: $70.00 Total: $70.00

13 **Package Header**

Table J – W. T. Metals Group A
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $48.00

Package Items

13.1 Arsenic, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

13.2 Barium, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

13.3 Cadmium, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

13.4 Chromium, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

13.5 Copper, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

13.6 Iron, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

14 Package Header

Table K – W. T. Metals Group B
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $62.00

Package Items

14.1 Lead, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

14.2 Manganese, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

14.3 Mercury, Total

Quantity: 1 UOM: mg/L Price: $22.00 Total: $22.00

14.4 Selenium, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

14.5 Silver, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

14.6 Zinc, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

15 Package Header

Table L – W. T. Pesticides / Herbicides
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $250.00

Package Items

15.1 Herbicides (Method Full List)

Quantity: 1 UOM: Each Price: $130.00 Total: $130.00

15.2 Pesticides (Method Full List)

Quantity: 1 UOM: Each Price: $120.00 Total: $120.00

16 Package Header

Table M – W. T. TTHM
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $70.00

Package Items

16.1 Bromoform

Quantity: 1 UOM: µg/L Price: $0.00 Total: $0.00

Supplier Notes: No additional charge if run as Total Trihalomethanes Group at $70

16.2 Chloroform

Quantity: 1 UOM: µg/L Price: $0.00 Total: $0.00

Supplier Notes: No additional charge if run as Total Trihalomethanes Group at $70

16.3 Bromodichloromethane

Quantity: 1 UOM: µg/L Price: $0.00 Total: $0.00

Supplier Notes: No additional charge if run as Total Trihalomethanes Group at $70

16.4 Dibromochloromethane

Quantity: 1 UOM: µg/L Price: $0.00 Total: $0.00

Supplier Notes: No additional charge if run as Total Trihalomethanes Group at $70

16.5 Total Trihalomethanes

Quantity: 1 UOM: µg/L Price: $70.00 Total: $70.00

17 Package Header

Table N – W. T. HAA - 5
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $140.00

Package Items

17.1 Chloroacetic acid

Quantity: 1 UOM: µg/L Price: $0.00 Total: $0.00

Supplier Notes: No additional charge if run as Total Regulated Haloacetic Acids Group at $140

17.2 Dichloroacetic acid

Quantity: 1 UOM: µg/L Price: $0.00 Total: $0.00

Supplier Notes: No additional charge if run as Total Regulated Haloacetic Acids Group at $140

17.3 Trichloroacetic acid

Quantity: 1 UOM: µg/L Price: $0.00 Total: $0.00

Supplier Notes: No additional charge if run as Total Regulated Haloacetic Acids Group at $140

17.4 Bromoacetic acid

Quantity: 1 UOM: µg/L Price: $0.00 Total: $0.00

Supplier Notes: No additional charge if run as Total Regulated Haloacetic Acids Group at $140

17.5 Dibromoacetic acid

Quantity: 1 UOM: µg/L Price: $0.00 Total: $0.00

Supplier Notes: No additional charge if run as Total Regulated Haloacetic Acids Group at $140

17.6 Total regulated Haloacetic acids

Quantity: 1 UOM: µg/L Price: $140.00 Total: $140.00

Supplier Notes: SPL proposes using EPA 552.2

17.7 Bromochloroacetic acid

Quantity: 1 UOM: µg/L Price: $0.00 Total: $0.00

Supplier Notes: No additional charge if run as Total Regulated Haloacetic Acids Group at $140

18 Package Header

Table O – W. T. TOC
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $25.00

Package Items

18.1 Total Organic Carbon

Quantity: 1 UOM: mg/L Price: $25.00 Total: $25.00

19 Package Header

Table OO– W. T. Distribution- Lead & Copper
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $16.00

Package Items

19.1 Lead, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

19.2 Copper, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

20 Package Header

Table OOO- W.T. SUVA
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $1.25

Package Items

20.1 Specific Ultraviolet Absorption (SUVA)

Quantity: 0.01 UOM: L/mg-M Price: $125.00 Total: $1.25

21 Package Header

Table P – W. T. Radionuclides
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $175.00

Package Items

21.1 Radionuclides, Gross a

Quantity: 1 UOM: pCi/L Price: $0.00 Total: $0.00

Supplier Notes: No charge if reported with Total Radionuclides. If just Gross a is requested without Total Radionuclides cost is $87.50.

21.2 Radionuclides, Gross ß

Quantity: 1 UOM: pCi/L Price: $0.00 Total: $0.00

Supplier Notes: No charge if reported with Total Radionuclides. If just Gross B is requested without Total Radionuclides cost is $87.50.

21.3 Radionuclides, Total

Quantity: 1 UOM: pCi/L Price: $175.00 Total: $175.00

22 Package Header

Table Q – W. W. Permit & Process Control
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $190.00

Item Notes: ** BOD5 ANALYSIS PER YEAR 2,120 (some WWTP permits require daily sampling for BOD5) ***TSS ANALYSIS PER YEAR 2,330 **** Ammonia as Nitrogen analysis per year 200

Package Items

22.1 **B.O.D. - 5

Quantity: 1 UOM: mg/L Price: $30.00 Total: $30.00

22.2 C.B.O.D. - 5

Quantity: 1 UOM: mg/L Price: $30.00 Total: $30.00

22.3 ***Total Suspended Solids

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

22.4 Volatile Suspended Solids

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

22.5 ****Ammonia as Nitrogen

Quantity: 1 UOM: mg/L Price: $25.00 Total: $25.00

22.6 Fecal coliform

Quantity: 1 UOM: Cfu/100 ml Price: $60.00 Total: $60.00

22.7 Chemical Oxygen demand

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

23 Package Header

Table R – W. T. Ion Analysis
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $162.00

Package Items

23.1 Fluoride

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

23.2 Bromide

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

23.3 Nitrite

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

23.4 Nitrate

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

23.5 Ortho-Phosphate

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

23.6 Sulfate

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

23.7 Chloride

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

23.8 Sodium

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

23.9 Potassium

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

23.10 Magnesium

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

23.11 Ammonium

Quantity: 1 UOM: mg/L Price: $25.00 Total: $25.00

23.12 Calcium

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

24 Package Header

Table S – Microbiology
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $240.00

Package Items

24.1 Total Coliforms

Quantity: 1 UOM: Each Price: $60.00 Total: $60.00

24.2 Fecal Coliforms

Quantity: 1 UOM: Each Price: $60.00 Total: $60.00

24.3 Chromogenic Substrate Total Coliforms

Quantity: 1 UOM: Each Price: $60.00 Total: $60.00

24.4 Fluorogenic Substrate , ecal Coliforms (E. coli)

Quantity: 1 UOM: Each Price: $60.00 Total: $60.00

25 Package Header

Table T – Industrial Pretreatment
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $290.00

Package Items

25.1 Fats, Oils & Grease (FOG)

Quantity: 1 UOM: Each Price: $50.00 Total: $50.00

25.2 TOC (Total Organic Carbon)

Quantity: 1 UOM: Each Price: $25.00 Total: $25.00

25.3 TOX (Total Organic Halides)

Quantity: 1 UOM: Each Price: $70.00 Total: $70.00

25.4 B-TEX

Quantity: 1 UOM: Each Price: $55.00 Total: $55.00

Supplier Notes: SPL proposes to run EPA 624.1

25.5 TPH (Total Petroleum Hydrocarbons)

Quantity: 1 UOM: Each Price: $40.00 Total: $40.00

25.6 Cyanide

Quantity: 1 UOM: Each Price: $25.00 Total: $25.00

25.7 Phenols

Quantity: 1 UOM: Each Price: $25.00 Total: $25.00

26 Package Header

Table U – Storm Water Multi-sector General Permit
All line items must be filled in order to be considered**

Quantity: 1 UOM: PKG Total: $110.00

Package Items

26.1 Arsenic

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

26.2 Barium

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

26.3 Cadmium

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

26.4 Chromium

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

26.5 Copper

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

26.6 Lead

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

26.7 Manganese

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

26.8 Mercury

Quantity: 1 UOM: mg/L Price: $22.00 Total: $22.00

26.9 Nickel

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

26.10 Selenium

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

26.11 Silver

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

26.12 Zinc

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

Response Total: $146,461.25

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

SPL, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NA

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NA

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 [signature]

Signature of vendor doing business with the governmental entity

07-08-2025

Date

AFFIDAVIT

Project: FY25-068 Analytical Lab Services

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is SPL, Inc. - Colin Duncan, CEO
(a Partner of officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 9th day of July 20 25.

Deana Young
Notary Public

My commission expires:
at death

DEANA YOUNG
Notary Public
Notary ID No. 39501
Lafayette Parish, Louisiana

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SPL, Inc.
The Woodlands, TX United States

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

City of Laredo

DRAFT

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY25-068 Analytical Lab Svcs
FY25-068 Analyrical Lab Services (Analytical Lab Services - Utilities Department)

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Joel Grice, and my date of birth is 10/07/1965.

My address is 24 Waterway Ave Ste. 375 (street), The Woodlands (city), TX (state), 77380 (zip code), USA (country).

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

Executed in Harris County, State of TX, on the 9th day of July (month), 20 25 (year).

Joel Grice
Signature of authorized agent of contracting business entity
(Declarant)

							Eurofins Environment Testing		SPL, Inc.	
							Total Price	$145,861.40	Total Price	$146,461.25
Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated	Unit	Extended	Unit	Extended
1	Table AA - Wastewater Sampling Events***A			1	PKG		$40,953.50	$40,953.50	**$40,066.00**	$40,066.00
1.1	Sludge Permit			16	EA / Year		**$285.50**		$294.00	
1.2	Sludge TCLP			6	EA / Year		$585.00		**$555.00**	
1.3	Sludge Pathogens			4	EA / Year		$65.00		**$60.00**	
1.4	Soil			18	EA / Year		**$305.75**		$310.00	
1.5	W. W. Groundwater Group A			32	EA / Year		**$235.00**		$250.00	
1.6	W. W. Groundwater Group B			16	EA / Year		$241.50		**$218.00**	
1.7	W. W. Metals			40	EA / Year		$105.50		**$102.00**	
1.8	Root Zone Nutrients			12	EA / Year		$123.00		**$112.00**	
1.9	Priority Pollutants			12	EA / Year		$836.00		**$775.00**	
2	Table AA - Water Sampling Events***All line			1	PKG		$20,864.00	$20,864.00	**$16,910.00**	$16,910.00
2.1	W. T. Metals Group A			12	EA / Year		$54.00		**$48.00**	
2.2	W. T. Metals Group B			12	EA / Year		$68.00		**$62.00**	
2.3	W. T. Pesticides / Herbicides			12	EA / Year		**$250.00**		**$250.00**	
2.4	T.T.H.M.			24	EA / Year		$80.00		**$70.00**	
2.5	H.A.A.-5			24	EA / Year		$210.00		**$140.00**	
2.6	T.O.C.			48	EA / Year		**$25.00**		**$25.00**	
2.7	SUVA			48	EA / Year		$165.00		**$125.00**	
2.8	Radionuclides Total, a and			2	EA / Year		**$160.00**		$175.00	
3	Table AA - Miscellaneous Sampling Groups**			1	PKG		**$79,254.00**	$79,254.00	$84,814.00	$84,814.00
3.1	W.W. Permit & Process Control			365	EA / Year		**$174.00**		$190.00	
3.2	W.T. Ion Analysis			12	EA / Year		**$160.00**		$162.00	
3.3	Microbiology			32	EA / Year		**$240.00**		**$240.00**	
3.4	Industrial Pretreatment			20	EA / Year		$285.00		**$270.00**	
3.5	Storm Water Multi-Sector Permit			4	EA / Year		$111.00		**$110.00**	
4	Table A - Sludge Permit***All line items mus			1	PKG		**$285.50**	$285.50	$294.00	$294.00
4.1	Arsenic, Total			1	mg/Kg		$8.25		**$8.00**	
4.2	Cadmium, Total			1	mg/Kg		$8.25		**$8.00**	
4.3	Chromium, Total			1	mg/Kg		$8.25		**$8.00**	
4.4	Copper, Total			1	mg/Kg		$8.25		**$8.00**	
4.5	Lead, Total			1	mg/Kg		$8.25		**$8.00**	
4.6	Molybdenum, Total			1	mg/Kg		$8.25		**$8.00**	
4.7	Nickel, Total			1	mg/Kg		$8.25		**$8.00**	
4.8	Selenium, Total			1	mg/Kg		$8.25		**$8.00**	
4.9	Silver, Total			1	mg/Kg		$8.25		**$8.00**	
4.10	Zinc, Total			1	mg/Kg		$8.25		**$8.00**	
4.11	Mercury			1	mg/Kg		$23.00		**$22.00**	
4.12	Phosphorus			1	mg/Kg		$8.25		**$8.00**	
4.13	Potassium			1	mg/Kg		$8.25		**$8.00**	
4.14	Corrosivity (pH – liquids)			1	s.u		$8.25		**$8.00**	

4.15	Specific Gravity	1	25'C	$8.25		**$8.00**	
4.16	Total Volatile Solids	1	%	**$12.00**		$15.00	
4.17	Total Solids	1	%	**$10.00**		$15.00	
4.18	Ammonia Nitrogen (NH3-N)	1	mg/Kg	**$20.00**		$25.00	
4.19	Nitrate Nitrogen (NO3-N)	1	mg/Kg	**$15.00**		**$15.00**	
4.20	Total NitrogenKjeldahl (TKN)	1	mg/Kg	**$25.00**		$30.00	
4.21	Total PCB's	1	mg/Kg	**$60.00**		**$60.00**	
4.22	Extraction, Extract Clean Up, Determination	1		$5.00		$0.00	
5	Table B Sludge TCLP (as per 40 CFR 261 Appe	1	PKG	$585.00	$585.00	**$555.00**	$555.00
5.1	Metals	1	mg/L	$95.00		**$85.00**	
5.2	Pesticides	1	g/L	**$120.00**		**$120.00**	
5.3	Herbicides	1	g/L	**$130.00**		**$130.00**	
5.4	Volatile Organics	1	g/L	$75.00		**$70.00**	
5.5	Semi -Volatile Organics	1	g/L	$165.00		**$150.00**	
6	Table C - Sludge Pathogens***All line items r	1	PKG	$65.00	$65.00	**$60.00**	$60.00
6.1	Fecal Coliforms	1	MPN	$65.00		**$60.00**	
7	Table D - Soil***All line items must be filled i	1	PKG	**$305.75**	$305.75	$310.00	$310.00
7.1	Cationic Exchange Capacity	1	meq/100g	$50.00		**$40.00**	
7.2	Arsenic, Total	1	mg/Kg	$8.25		**$8.00**	
7.3	Cadmium, Total	1	mg/Kg	$8.25		**$8.00**	
7.4	Chromium, Total	1	mg/Kg	$8.25		**$8.00**	
7.5	Copper, Total	1	mg/Kg	$8.25		**$8.00**	
7.6	Lead, Total	1	mg/Kg	$8.25		**$8.00**	
7.7	Nickel, Total	1	mg/Kg	$8.25		**$8.00**	
7.8	Silver, Total	1	mg/Kg	$8.25		**$8.00**	
7.9	Zinc, Total	1	mg/Kg	$8.25		**$8.00**	
7.10	Mercury	1	mg/Kg	$23.00		**$22.00**	
7.11	Phosphorus	1	mg/Kg	$8.25		**$8.00**	
7.12	Potassium	1	mg/Kg	$8.25		**$8.00**	
7.13	pH	1	s.u.	$8.25		**$8.00**	
7.14	Total Volatile Solids	1	%	**$12.00**		$15.00	
7.15	Total Solids	1	%	**$10.00**		$15.00	
7.16	Ammonia Nitrogen	1	mg/Kg	**$20.00**		$25.00	
7.17	Nitrate Nitrogen	1	mg/Kg	**$15.00**		**$15.00**	
7.18	Total Nitrogen Kjeldahl (TKN)	1	mg/Kg	**$25.00**		$30.00	
7.19	Total PCB's	1	mg/Kg	**$55.00**		$60.00	
7.20	Extraction, Extract Clean Up, Determination	1		$5.00		$0.00	
8	Table E —WW Groundwater Group A***All l	1	PKG	**$235.00**	$235.00	$261.00	$261.00
8.1	Fecal Coliforms	1	CFU/100 ml	**$60.00**		**$60.00**	
8.2	Total Alkalinity	1	mg/L CaCO3	$18.00		**$15.00**	
8.3	Conductivity	1	mho/cm	$10.00		**$8.00**	
8.4	pH	1	S.U.	**$8.00**		**$8.00**	
8.5	Total Dissolved Solids	1	mg/L	**$12.00**		$15.00	

8.6	Sulfate (SO4)	1	mg/L	**$10.00**		$15.00	
8.7	Chloride (Cl)	1	mg/L	**$10.00**		$15.00	
8.8	Phosphorus	1	mg/L	**$12.00**		$30.00	
8.9	Total Nitrogen Kjeldahl (TKN)	1	mg/L	$35.00		**$30.00**	
8.10	Ammonia Nitrogen (NH3-N)	1	mg/L	**$20.00**		$25.00	
8.11	Nitrate Nitrogen (NO3-N)	1	mg/L	**$15.00**		**$15.00**	
8.12	Total Organic Carbon	1	mg/L	**$25.00**		**$25.00**	
9	Table F —WW Groundwater Group B***All l	1	PKG	$241.50	$241.50	**$218.00**	$218.00
9.1	Cadmium	1	mg/L	$8.25		**$8.00**	
9.2	Copper	1	mg/L	$8.25		**$8.00**	
9.3	Lead	1	mg/L	$8.25		**$8.00**	
9.4	Nickel	1	mg/L	$8.25		**$8.00**	
9.5	Potassium	1	mg/L	$8.25		**$8.00**	
9.6	Zinc	1	mg/L	$8.25		**$8.00**	
9.7	COD	1	mg/L	$17.00		**$15.00**	
9.8	Phenolics	1	mg/L	**$25.00**		**$25.00**	
9.9	TOX	1	mg/L	$85.00		**$70.00**	
9.10	Total PCB's	1	mg/L	**$60.00**		**$60.00**	
9.11	Extraction, Extract Clean Up, Determination:	1		$5.00		$0.00	
10	Table G – W. W. Metals***All line items mus	1	PKG	$105.50	$105.50	**$102.00**	$102.00
10.1	Antimony, Total	1	mg/L	$8.25		**$8.00**	
10.2	Barium, Total	1	mg/L	$8.25		**$8.00**	
10.3	Lead, Total	1	mg/L	$8.25		**$8.00**	
10.4	Nickel, Total	1	mg/L	$8.25		**$8.00**	
10.5	Silicon, Total	1	mg/L	$8.25		**$8.00**	
10.6	Chromium, Total	1	mg/L	$8.25		**$8.00**	
10.7	Copper, Total	1	mg/L	$8.25		**$8.00**	
10.8	Mercury, Total	1	mg/L	$23.00		**$22.00**	
10.9	Arsenic, Total	1	mg/L	$8.25		**$8.00**	
10.10	Cadmium, Total	1	mg/L	$8.25		**$8.00**	
10.11	Silver, Total	1	mg/L	$8.25		**$8.00**	
11	Table H – Root Zone Nutrients***All line iter	1	PKG	**$123.00**	$123.00	$137.00	$137.00
11.1	pH	1	S.U.	**$8.00**		**$8.00**	
11.2	Potassium	1	mg/kg	$10.00		**$8.00**	
11.3	Phosphorus	1	mg/kg	$10.00		**$8.00**	
11.4	Total Nitrogen	1	mg/kg	**$35.00**		$60.00	
11.5	Conductivity	1	mho/cm	$10.00		**$8.00**	
11.6	Nitrogen, Nitrate Total (as N)	1	mg/K	**$15.00**		**$15.00**	
11.7	Nitrogen, Kjeldahl Total (as N)	1	mg/K	$35.00		**$30.00**	
12	Table I W. W. Priority Pollutants***All line it	1	PKG	$1,001.00	$1,001.00	**$955.00**	$955.00
12.1	Aluminum, Total	1	g/L	**$8.00**		**$8.00**	
12.2	Antimony, Total	1	g/L	**$8.00**		**$8.00**	
12.3	Arsenic, Total	1	g/L	**$8.00**		**$8.00**	

12.4	Barium, Total	1	g/L	**$8.00**		**$8.00**	
12.5	Beryllium, Total	1	g/L	**$8.00**		**$8.00**	
12.6	Cadmium, Total	1	g/L	**$8.00**		**$8.00**	
12.7	Chromium, Total	1	g/L	**$8.00**		**$8.00**	
12.8	Hex Chromium	1	g/L	**$25.00**		**$25.00**	
12.9	Copper, Total	1	g/L	**$8.00**		**$8.00**	
12.10	Cyanide, Total	1	g/L	**$25.00**		**$25.00**	
12.11	Lead, Total	1	g/L	**$8.00**		**$8.00**	
12.12	Manganese, Total	1	g/L	**$8.00**		**$8.00**	
12.13	Mercury, Total	1	g/L	$23.00		**$22.00**	
12.14	Molybdenum, Total	1	g/L	**$8.00**		**$8.00**	
12.15	Nickel, Total	1	g/L	**$8.00**		**$8.00**	
12.16	Phenol, Total Recoverable	1	g/L	**$25.00**		**$25.00**	
12.17	Selenium, Total	1	g/L	**$8.00**		**$8.00**	
12.18	Silver, Total	1	g/L	**$8.00**		**$8.00**	
12.19	Thallium, Total	1	g/L	**$8.00**		**$8.00**	
12.20	Zinc, Total	1	g/L	**$8.00**		**$8.00**	
12.21	Acid Digestion, Total Metals	1	g/L	$5.00		$0.00	
12.22	Concentrate ICAP Sx 2x Prior to Analysis	1	g/L	$0.00		$0.00	
12.23	Extraction Chlorides Pesticides / PCBsContinu	1	g/L	$0.00		$0.00	
12.24	Extraction Semi-volatile CompoundsContinuc	1	g/L	$0.00		$0.00	
12.25	Pesticides / PCBs (25 Organochlorine)	1	g/L	**$140.00**		**$140.00**	
12.26	Semi-volatile Organics (56)	1	g/L	$165.00		**$150.00**	
12.27	Semi-volatile Organics (56)	1	g/L	$165.00		**$150.00**	
12.28	Semi-volatile Organics-Non Standard List1,2-	1	g/L	**$150.00**		**$150.00**	
12.29	Volatile Organics (27)	1	g/L	$75.00		**$70.00**	
12.30	Volatile Organics – Non Standard List (2)	1	g/L	$75.00		**$70.00**	
13	Table J – W. T. Metals Group A***All line iter	1	PKG	$54.00	$54.00	**$48.00**	$48.00
13.1	Arsenic, Total	1	g/L	$9.00		**$8.00**	
13.2	Barium, Total	1	g/L	$9.00		**$8.00**	
13.3	Cadmium, Total	1	g/L	$9.00		**$8.00**	
13.4	Chromium, Total	1	g/L	$9.00		**$8.00**	
13.5	Copper, Total	1	g/L	$9.00		**$8.00**	
13.6	Iron, Total	1	g/L	$9.00		**$8.00**	
14	Table K – W. T. Metals Group B***All line ite	1	PKG	$68.00	$68.00	**$62.00**	$62.00
14.1	Lead, Total	1	mg/L	$9.00		**$8.00**	
14.2	Manganese, Total	1	mg/L	$9.00		**$8.00**	
14.3	Mercury, Total	1	mg/L	$23.00		**$22.00**	
14.4	Selenium, Total	1	mg/L	$9.00		**$8.00**	
14.5	Silver, Total	1	g/L	$9.00		**$8.00**	
14.6	Zinc, Total	1	mg/L	$9.00		**$8.00**	
15	Table L – W. T. Pesticides / Herbicides***All	1	PKG	**$250.00**	$250.00	**$250.00**	$250.00
15.1	Herbicides (Method Full List)	1	Each	**$130.00**		**$130.00**	

15.2	Pesticides (Method Full List)	1	Each	**$120.00**		**$120.00**	
16	Table M – W. T. TTHM***All line items must	1	PKG	$80.00	$80.00	**$70.00**	$70.00
16.1	Bromoform	1	g/L	$80.00		$0.00	
16.2	Chloroform	1	g/L	$0.00		$0.00	
16.3	Bromodichloromethane	1	g/L	$0.00		$0.00	
16.4	Dibromochloromethane	1	g/L	$0.00		$0.00	
16.5	Total Trihalomethanes	1	g/L	$0.00		$70.00	
17	Table N – W. T. HAA - 5***All line items mus	1	PKG	$210.00	$210.00	**$140.00**	$140.00
17.1	Chloroacetic acid	1	g/L	$210.00		$0.00	
17.2	Dichloroacetic acid	1	g/L	$0.00		$0.00	
17.3	Trichloroacetic acid	1	g/L	$0.00		$0.00	
17.4	Bromoacetic acid	1	g/L	$0.00		$0.00	
17.5	Dibromoacetic acid	1	g/L	$0.00		$0.00	
17.6	Total regulated Haloacetic acids	1	g/L	$0.00		$140.00	
17.7	Bromochloroacetic acid	1	g/L	$0.00		$0.00	
18	Table O – W. T. TOC***All line items must be	1	PKG	**$25.00**	$25.00	**$25.00**	$25.00
18.1	Total Organic Carbon	1	mg/L	**$25.00**		**$25.00**	
19	Table OO– W. T. Distribution- Lead & Copper	1	PKG	$24.00	$24.00	**$16.00**	$16.00
19.1	Lead, Total	1	mg/L	$12.00		**$8.00**	
19.2	Copper, Total	1	mg/L	$12.00		**$8.00**	
20	Table OOO- W.T. SUVA***All line items must	1	PKG	$1.65	$1.65	**$1.25**	$1.25
20.1	Specific Ultraviolet Absorption (SUVA)	0.01	L/mg-M	$165.00		**$125.00**	
21	Table P – W. T. Radionuclides***All line item	1	PKG	**$160.00**	$160.00	$175.00	$175.00
21.1	Radionuclides, Gross a	1	pCi/L	$80.00		$0.00	
21.2	Radionuclides, Gross	1	pCi/L	$80.00		$0.00	
21.3	Radionuclides, Total	1	pCi/L	$0.00		$175.00	
22	Table Q – W. W. Permit & Process Control**	1	PKG	**$174.00**	$174.00	$190.00	$190.00
22.1	**B.O.D. - 5	1	mg/L	**$25.00**		$30.00	
22.2	C.B.O.D. - 5	1	mg/L	**$25.00**		$30.00	
22.3	***Total Suspended Solids	1	mg/L	**$12.00**		$15.00	
22.4	Volatile Suspended Solids	1	mg/L	**$12.00**		$15.00	
22.5	****Ammonia as Nitrogen	1	mg/L	**$20.00**		$25.00	
22.6	Fecal coliform	1	Cfu/100 ml	**$60.00**		**$60.00**	
22.7	Chemical Oxygen demand	1	mg/L	$20.00		**$15.00**	
23	Table R – W. T. Ion Analysis***All line items	1	PKG	**$160.00**	$160.00	$162.00	$162.00
23.1	Fluoride	1	mg/L	**$15.00**		**$15.00**	
23.2	Bromide	1	mg/L	**$15.00**		**$15.00**	
23.3	Nitrite	1	mg/L	**$15.00**		**$15.00**	
23.4	Nitrate	1	mg/L	**$15.00**		**$15.00**	
23.5	Ortho-Phosphate	1	mg/L	**$15.00**		**$15.00**	
23.6	Sulfate	1	mg/L	**$15.00**		**$15.00**	
23.7	Chloride	1	mg/L	**$15.00**		**$15.00**	
23.8	Sodium	1	mg/L	$9.00		**$8.00**	

23.9	Potassium	1	mg/L	$9.00		**$8.00**	
23.10	Magnesium	1	mg/L	$9.00		**$8.00**	
23.11	Ammonium	1	mg/L	**$20.00**		$25.00	
23.12	Calcium	1	mg/L	**$8.00**		**$8.00**	
24	Table S – Microbiology***All line items must	1	PKG	**$240.00**	$240.00	**$240.00**	$240.00
24.1	Total Coliforms	1	Each	**$60.00**		**$60.00**	
24.2	Fecal Coliforms	1	Each	**$60.00**		**$60.00**	
24.3	Chromogenic Substrate Total Coliforms	1	Each	**$60.00**		**$60.00**	
24.4	Fluorogenic Substrate Fecal Coliforms (E. coli	1	Each	**$60.00**		**$60.00**	
25	Table T – Industrial Pretreatment***All line i	1	PKG	**$285.00**	$285.00	$290.00	$290.00
25.1	Fats, Oils & Grease (FOG)	1	Each	**$45.00**		$50.00	
25.2	TOC (Total Organic Carbon)	1	Each	**$25.00**		**$25.00**	
25.3	TOX (Total Organic Halides)	1	Each	$85.00		**$70.00**	
25.4	B-TEX	1	Each	**$35.00**		$55.00	
25.5	TPH (Total Petroleum Hydrocarbons)	1	Each	$45.00		**$40.00**	
25.6	Cyanide	1	Each	**$25.00**		**$25.00**	
25.7	Phenols	1	Each	**$25.00**		**$25.00**	
26	Table U – Storm Water Multi-sector General	1	PKG	$111.00	$111.00	**$110.00**	$110.00
26.1	Arsenic	1	mg/L	**$8.00**		**$8.00**	
26.2	Barium	1	mg/L	**$8.00**		**$8.00**	
26.3	Cadmium	1	mg/L	**$8.00**		**$8.00**	
26.4	Chromium	1	mg/L	**$8.00**		**$8.00**	
26.5	Copper	1	mg/L	**$8.00**		**$8.00**	
26.6	Lead	1	mg/L	**$8.00**		**$8.00**	
26.7	Manganese	1	mg/L	**$8.00**		**$8.00**	
26.8	Mercury	1	mg/L	$23.00		**$22.00**	
26.9	Nickel	1	mg/L	**$8.00**		**$8.00**	
26.10	Selenium	1	mg/L	**$8.00**		**$8.00**	
26.11	Silver	1	mg/L	**$8.00**		**$8.00**	
26.12	Zinc	1	mg/L	**$8.00**		**$8.00**	

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City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 45.**

SUBJECT
Authorizing the City Manager to approve a sole source maintenance contract with Core & Main, LP, from San Antonio, Texas for the Advanced Metering Infrastructure (AMI)/Automatic Meter Reading (AMR) equipment and hosting software services in the amount of $141,396.87 for FY 25-26. Funding will be available in the Waterworks Fund on October 1, 2025.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
Council approved on October 28, 2024, the FY24-25 maintenance contract with Core & Main, LP.

BACKGROUND
Core & Main is the exclusive distributor of all Neptune products in the state of Texas and is a sole source provider. This maintenance contract will cover the AMR Belt Clips, MRX Units, Neptune 360 Hosting Software, and the R900i Gateway Maintenance for FY 25-26. It allows the Utilities to continue using the AMI/AMR system for meter reading and billing.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Approve this motion.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Yes
Source of Funds:	Waterworks System Fund
Account #:	557-4115-533.20-30
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Funding is available in the Waterworks Fund. Account #557-4115-533.20-30

Bid Proposal for Laredo 2025-2026 Fiscal Year Maintenance

CUSTOMER

CITY OF LAREDO
5816 DAUGHERTY
@ WATER DISTRIBUTION
LAREDO, TX 78041

Job
Laredo 2025-2026 Fiscal Year Maintenance
laredo, TX
Bid Date: 08/19/2025
Bid #: 4047826

CONTACT

Sales Representative
Brandon Smith
(T) 210-657-1632
(F) 210-657-2321
Brandon.Smith3@coreandmain.com

Core & Main
619 De La Cruz Place
San Antonio, TX 78245
(T) 2106841150

NOTES

Bid Proposal for Laredo 2025-2026 Fiscal Year Maintenance

CITY OF LAREDO
Job Location: laredo, TX
Bid Date: 08/19/2025
Core & Main Bid #: 4047826

Core & Main
619 De La Cruz Place
San Antonio, TX 78245
Phone: 2106841150
Fax: 2106845521

Seq#	Qty	Description	Units	Price	Ext Price
10		**2026 PRCING**			
60	12	13721-008 N_SIGHT MOBILE	EA	47.24	566.88
		BELT CLIP ANNUAL MAINTENANCE			
		SERIAL # BC001170			
100	12	13721-008 N_SIGHT MOBILE	EA	47.24	566.88
		BELT CLIP ANNUAL MAINTENANCE			
		SERIAL # BC001194			
140	12	13721-008 N_SIGHT MOBILE	EA	47.24	566.88
		BELT CLIP ANNUAL MAINTENANCE			
		SERIAL # BC001196			
180	12	13721-008 N_SIGHT MOBILE	EA	8.58	102.96
		BELT CLIP ANNUAL MAINTENANCE			
		SERIAL # BC304858			
220	12	13721-008 N_SIGHT MOBILE	EA	8.58	102.96
		BELT CLIP ANNUAL MAINTENANCE			
		SERIAL # BC304855			
260	12	13721-008 N_SIGHT MOBILE	EA	8.58	102.96
		BELT CLIP ANNUAL MAINTENANCE			
		SERIAL # BC304851			
300	12	13721-008 N_SIGHT MOBILE	EA	8.58	102.96
		BELT CLIP ANNUAL MAINTENANCE			
		SERIAL # BC304841			
340	12	13721-007 N_SIGHT MOBILE	EA	200.37	2,404.44
		MRX920 ANNUAL MAINTENANCE			
		SERIAL # MRX401287			
380	12	13721-007 N_SIGHT MOBILE	EA	200.37	2,404.44
		MRX920 ANNUAL MAINTENANCE			
		SERIAL # MRX300342V4			
420	12	13721-007 N_SIGHT MOBILE	EA	106.87	1,282.44
		MRX920 ANNUAL MAINTENANCE			
		SERIAL # MRX4E0924			

Bid Proposal for Laredo 2025-2026 Fiscal Year Maintenance

Bid #: 4047826

Seq#	Qty	Description	Units	Price	Ext Price
460	12	13721-007 N_SIGHT MOBILE	EA	106.87	1,282.44
		MRX920 ANNUAL MAINTENANCE			
		SERIAL # MRX4E0893			
500	54261	14099-118 NEPTUNE 360 AMI	EA	1.56	84,647.16
		SUB 50K-100K SERVICES			
530	29641	14099-108 NEPTUNE 360 AMR SUB	EA	0.87	25,787.67
		SUB 50K-100K			
560	12	R900I GATEWAY MAINTENANCE	EA	119.31	1,431.72
		SN: 2228A0013			
590	12	R900I GATEWAY MAINTENANCE	EA	119.31	1,431.72
		SN: 2228A0008			
620	12	R900I GATEWAY MAINTENANCE	EA	119.31	1,431.72
		SN: 2228A0006			
650	12	R900I GATEWAY MAINTENANCE	EA	119.31	1,431.72
		SN: 2302A0002			
680	12	R900I GATEWAY MAINTENANCE	EA	119.31	1,431.72
		SN: 2244A0031			
710	12	R900I GATEWAY MAINTENANCE	EA	119.31	1,431.72
		SN: 2244A0019			
740	12	R900I GATEWAY MAINTENANCE	EA	119.31	1,431.72
		SN: 2244A0009			
770	12	R900I GATEWAY MAINTENANCE	EA	119.31	1,431.72
		SN: 2244A0008			
800	12	R900I GATEWAY MAINTENANCE	EA	119.31	1,431.72
		SN: 2244A0005			
830	12	R900I GATEWAY MAINTENANCE	EA	119.31	1,431.72
		SN: 228A0023			
860	12	R900I GATEWAY MAINTENANCE	EA	119.31	1,431.72
		SN: 2228A0009			
890	12	R900I GATEWAY MAINTENANCE	EA	119.31	1,431.72
		SN: 2302A0020			
920	12	R900I GATEWAY MAINTENANCE	EA	119.31	1,431.72
		SN: 2302A0005			
950	12	R900I GATEWAY MAINTENANCE	EA	119.31	1,431.72
		SN: 2302A0004			

Bid Proposal for Laredo 2025-2026 Fiscal Year Maintenance

Bid #: 4047826

Seq#	Qty	Description	Units	Price	Ext Price
980	12	R900I GATEWAY MAINTENANCE	EA	119.31	1,431.72
		SN: 2302A0003			
				SUBTOTAL	**141,396.87**
				Sub Total	**141,396.87**
				Tax	0.00
				Total	**141,396.87**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/terms-of-sale/

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

City of Laredo Sole Source Affidavit

Compliance with Texas Local Government Code Chapter 252.021 is not required for purchases that are available from only one source, including: An item for which competition is precluded because of a patent, copyright, secret process, or monopoly. The item is a film, manuscript, or book. The item is a utility service, including electricity, gas, or water. The item is a captive replacement part or component for equipment. The sole source exception does not apply to mainframe data processing equipment and peripheral attachments with a single-item purchase price in excess of $15,000.

---

1. My name is (Print Name) Shellie Rabroker
   I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.
   I am authorized to sign contracts for the following company or firm:

   Company: Core & Main LP
   Address: 619 De La Cruz
   City, State, Zip Code: San Antonio, TX 78245
   Telephone Number: (210) 684-1150
   Fax Number: ( )
   E-mail Address: shellie.rabroker@coreandmain.com

2. The above-named company or firm is the sole source of the following item(s) and no other company or firm in the the State of Texas sells or distributes the products listed below: Neptune Technology Group Metering

3. Competition in providing the above-named item(s) is precluded due to:

   _____ A patent
   _____ A copyright
   _____ A secret process
   _____ A monopoly
   _____ It is a film
   _____ It is a manuscript
   _____ It is a book
   X It is a utility service, including electricity, gas, or water (does not apply to parts *used for* utility services)
   _____ It is a captive replacement part or component for equipment

4. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above-named item(s) or product(s) because of exclusive distribution or marketing rights.

Signature of Authorized Official	Title of Authorized Official	Date
	Sr. National Sales Mgr	08/21/2025

Internal Use Only

CALIFORNIA
JURAT CERTIFICATE

****

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy or validity of that document.

State of California

County of Kern

Subscribed and sworn to (or affirmed) before me on this 21 day of August, 20 25, by Shellie Smith Rabroker,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public

SABRINA KYLE
COMM. #2461100
NOTARY PUBLIC • CALIFORNIA
KERN COUNTY
My Comm. Exp. Sep. 23, 2027

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

City of Laredo
(Title or description of attached document)

Sole Source Affidavit
(Title or description of attached document continued)

Number of Pages 2 Document Date 08/21/25

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she~~/they, ~~is~~ /are ~~)~~ or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ☒ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ☒ Indicate title or type of attached document, number of pages and date.
  - ☒ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). •

Securely attach this document to the signed document

NOTARY USE ONLY

Subscribed and Sworn to before me this_____day of _____, _____. State of _____, County of_____.

_____
Signature of Applicant

_____
Signature of Notary Public

Purchasing Department Use ONLY

Approved ✓ as per Joaquin Ruiz via Email Attached

Not Approved Return to Using Department _____

Purchasing Agent Signature

Date 8/25/25

otary public or other officer completing this certificate ifies only the identity of the individual who signed the ument to which this certificate is attached, and not the hfulness, accuracy, or validity of that document.

e of California, County of _____

Su... ...before me

on this ___ day of _____, 20____

by _____

proved to me on the basis of satisfactory evidence

to be the person(s) who appeared before me.

Signature: _____

See Attached for Notary Certificate

Enrique Aldape III

From: Joaquin A. Rodriguez
Sent: Thursday, August 21, 2025 2:16 PM
To: Margarita Ayala
Subject: RE: 2025 Signed Sole Source Letter

Please consider this email as an approval of the sole source affidavit.

Sincerely,

Joaquin A. Rodriguez
First Assistant City Attorney
City of Laredo
1110 Houston St. 3rd Floor
Ph: 956-791-7391
Fax: 956-791-7494
jarodrigu1@ci.laredo.tx.us

From: Margarita Ayala <mayala0@ci.laredo.tx.us>
Sent: Thursday, August 21, 2025 12:28 PM
To: Joaquin A. Rodriguez <jarodrigu1@ci.laredo.tx.us>
Subject: FW: 2025 Signed Sole Source Letter

Joaquin,

Please review the attached Sole Source Affidavit for the AMI/AMR Maintenance Contract. It is needed for the City Council agenda item for the meeting of 09/15/25.

Best Regards,

Margarita Ayala
Customer Service Superintendent
City of Laredo Utilities
(956) 721-2005

From: Rabroker, Shellie <Shellie.Rabroker@coreandmain.com>
Sent: Thursday, August 21, 2025 12:20 PM
To: Margarita Ayala <mayala0@ci.laredo.tx.us>
Cc: Smith, Brandon <Brandon.Smith3@coreandmain.com>
Subject: 2025 Signed Sole Source Letter

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Margarita!
So sorry for the delay in getting this back to you. Please see attached signed sole source letter for the City. Please let me know if you need anything else.

City of Laredo

City Council

Meeting Date: 9/15/2025 **Consent Agenda 46.**

SUBJECT
Consideration to select and negotiate a professional consulting services contract with Natural Systems Utilities for a feasibility study for the Community Water and Energy Resource Center (CWERC). The CWERC is an innovative, neighborhood-scale wastewater treatment facility designed to transform locally generated waste into renewable energy, reclaimed water, and compost for the Utilities Department. The feasibility study will include financial, technical, and operational assessments of establishing the CWERC facility.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies): Water Management Goal 6.5; Policy 6.5.1, 6.5.2, 6.5.3
Summary of alignment: The CWERC directly supports Policy 6.5.1 by exploring cost-effective and innovative technologies to reclaim water and expand capacity. It partially advances Policy 6.5.2, as the project demonstrates reclamation practices that can inform and incentivize broader policy development for water conveyance and reuse. While it does not specifically implement the reuse of effluent for Lake Casa Blanca as outlined in Policy 6.5.3, CWERC contributes indirectly by reducing reliance on the Rio Grande through localized wastewater reuse.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City of Laredo Utilities Department issued a Request for Qualifications (RFQ) for professional consulting services to conduct a feasibility study for the proposed CWERC. The RFP was publicly advertised and posted in accordance with the City's procurement policies. Funding is available through the NADBank grant allocation, the Rio Grande International Study Center (RGISC) and the Utilities Department.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
It is recommended that the contract be awarded

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	N/A
Source of Funds:	Waterworks System Fund
Account #:	557-4113-533.55-26

Change Order: Exceeds 25% Y/N: N
No

FINANCIAL IMPACT:

No Financial Impact at this time.

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
REQUEST FOR QUALIFICATIONS

FEASIBILITY STUDY FOR COMMUNITY WATER & ENERGY RESOURCE CENTER UTILITIES DEPARTMENT

Public Notice

The City of Laredo subject to the Terms and Conditions of this Request for Qualifications to engage in and contract services from a qualified Consulting Services Firm for a feasibility study for the development of a Community Water and Energy Resource Center (CWERC) in Laredo, Texas. The CWERC is an innovative, neighborhood-scale wastewater treatment facility designed to transform locally generated waste into renewable energy, reclaimed water, and compost for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Statement of Qualifications will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on April 17, 2025 and all proposals received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on April 18, 2025.**

Statement of Qualifications are to be submitted in a sealed envelope clearly marked:

Request for Qualifications: Feasibility Study for Community Water & Energy Resource Center – Utilities Department
FY25-054

Statement of Qualifications can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Mario I. Maldonado Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

******If the bidder submits both an electronic proposal and a properly completed manual proposal, the Purchasing Division will use the electronic proposal. If the bidder submits an electronic proposal and a manual proposal that is not complete, the Purchasing Division will use the electronic proposal.**********

Proposals forms can be downloaded and printed through Cit-E-Bid. *****Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered.********

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Qualifications to engage in and contract services from a qualified Consulting Services Firm for a feasibility study for the development of a Community Water and Energy Resource Center (CWERC) in Laredo, Texas. The CWERC is an innovative, neighborhood-scale wastewater treatment facility designed to transform locally generated waste into renewable energy, reclaimed water, and compost for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through https://cityoflaredo.ionwave.net/Login.aspx Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on April 17, 2025 and all proposals received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on April 18, 2025.**

Hand delivered statement of qualifications are to be submitted in a sealed envelope clearly marked:

RFQ: Feasibility Study for Community Water & Energy Resource Center – Utilities Department FY25-054

Statement of Qualifications can be downloaded and submitted through Cit-E-Bid:

https://cityoflaredo.ionwave.net/Login.aspx

Hand Delivered:
City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all statement of qualifications, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 26th DAY OF MARCH, 2025.

FOR Mario I. Maldonado Jr.
City Secretary

REC'D CITY SEC OFF
MAR 26 '25 AM9:19

GENERAL TERMS AND CONDITIONS FOR STATEMENT OF QUALIFICATIONS

1.0 GENERAL CONDITIONS. Interested firms (Respondents) are required to submit statements upon the following expressed conditions:

A. Respondents shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a Respondent to request additional compensation.

B. Respondents shall make all investigations necessary to thoroughly inform themselves regarding the services being requested. No pleas of ignorance by the Respondent of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the Respondent.

C. Respondents are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

2.0 PREPARATION OF SUBMITTALS. Submittals shall be prepared in accordance with the following:

A. For hand delivered submittals only, all information required by the RFQ form shall be furnished. The Respondent shall print or type the business name and manually sign the schedule. For Electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

B. Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

3.0 DESCRIPTION OF SUPPLIES. Not applicable for this request.

4.0 SUBMISSION OF HAND DELIVERED STATEMENTS

A. Statement of qualifications and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the opening.

B. Unless otherwise noted on the Notice to Respondents cover sheet, all hand delivered statements of qualifications must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.

C. SOQ forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered**.

D. The City shall pay no costs or other amounts incurred by any entity in responding to this RFQ, or as a result of issuance of this RFQ.

5.0 REJECTION OF STATEMENT OF QUALIFICATIONS. The City may reject an SOQ if:

A. Respondent misstates or conceals any material fact in the SOQ.

B. SOQ does not strictly conform to the law or the requirements of the SOQ.

C. Respondent is in arrears on existing contracts or taxes with the City of Laredo.

D. In the event that a Respondent is delinquent in the payment of City of Laredo taxes on the day the SOQ is opened, including state and local taxes, such fact may constitute grounds for rejection of the SOQ or cancellation of the contract. A Respondent is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes

E. No SOQ submitted herein shall be considered unless the Respondent warrants that, upon execution of a contract with the City of Laredo, Respondent will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Respondent will submit such reports as the City may therefore require assuring compliance with said practices.

F. The City may reject all SOQs or any part of an SOQ whenever it is deemed necessary.

6.0 WITHDRAWAL OF STATEMENT OF QUALIFICATIONS SOQs may not be withdrawn after they have been publicly opened, unless approved by the City Council.

7.0 LATE PROPOSALS OR MODIFICATIONS SOQs and modifications received after the time set for the proposal receiving deadline will not be considered. Late proposals will be returned to the Respondent unopened.

8.0 CLARIFICATIONS OR OBJECTION TO STATEMENT OF QUALIFICATIONS If any person contemplating submitting an SOQ for this contract is in doubt as to the true meaning of the specifications, or other SOQ documents or any part thereof, they may submit to the City Purchasing Agent. All requests for information shall be made in writing through email or Question & Response section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT
5512 Thomas Avenue Laredo,
TX 78041

Any vendor submitting questions shall make reference to a specific RFQ number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the SOQ during the RFQ process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. The following sequence of activities must take place in filing a protest: To be performed by protesting Respondent: Within ten (10) calendar days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting Respondent must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest. To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting Respondent of the decision. If the protesting Respondent is not satisfied with the decision of the City Purchasing Officer, such protesting Respondent may appeal to the City Manager of the City of Laredo. If the protesting Respondent cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:

City of Laredo –
Purchasing Agent
5512 Thomas Ave. Laredo, Texas 78041.

9.0 RESPONDENT DISCOUNTS Not applicable for this contract.

10.0 AWARD OF CONTRACT The selection and award shall be based on the basis of demonstrated competence and qualifications to perform the services; and for a fair and reasonable price. The firm selected will be the firm which, in the opinion of the City, is the best qualified. The professional fees under the contract may not exceed any maximum established by law. The Respondent shall bear the burden of proof of compliance with the City of Laredo specifications. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreements contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENTS & INVOICING All invoices to the City of Laredo have a 30-day term from receipt of completion of services. All invoices must show the purchase order number and invoices shall be legible. Invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us . For more information, please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7328.

13.0 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD. A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person entity is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

14.0 TITLE VI ASSURANCE The City of Laredo along with the Texas Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. ss 2000d to 2000d-4) and the Regulations, hereby notifies all providers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Statements of Qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

15.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE OCCUPATIONS CODE
TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS CHAPTER 137: COMPLIANCE AND PROFESSIONALISM SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services.
(b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost.
(c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

Request for Qualifications
Feasibility Study for Community Water & Energy Resource Center
Utilities Department

16.0 Scope of Work

The City of Laredo subject to the Terms and Conditions of this Request for Qualifications to engage in and contract services from a qualified Consulting Services Firm for a feasibility study for the development of a Community Water and Energy Resource Center (CWERC) in Laredo, Texas. The CWERC is an innovative, neighborhood-scale wastewater treatment facility designed to transform locally generated waste into renewable energy, reclaimed water, and compost for the Utilities Department.

Copies of the proposal specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

17.0 Proposal Contacts

17.1 All questions for this request for qualifications shall be submitted through Cit-E-Bid by April 4, 2025 before 2:00 P.M..

17.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Sheila G. Serna	(956) 795-2020	sgserna@ci.laredo.tx.us

18.0 Introduction

This feasibility study will assess three (3) major components: the technical, economic, and environmental viability of the CWERC project. The overall goal of this project is to reduce wastewater treatment costs, generating revenue from by-products, and improve water affordability for low-income households in Laredo.

18.1 We invite experienced firms with expertise in wastewater treatment, renewable energy systems, and economic analysis, to submit proposals for this study.

18.2 Funding Available: Funding is secured through the North American Development (NAD) Bank's Technical Assistance Program (TAP). Selected proposals will be funded for a timeline of up to 12 months. Start dates must be between April 30, 2025 and May 31, 2025

19.0 Project Overview

19.1 Project Name: Community Water and Energy Resource Center (CWERC)
Location: Laredo, Texas
Timeline: Study completion by December 2025.
Project Description: The CWERC is a decentralized wastewater treatment facility that maximizes resource recovery by integrating technologies such as:

19.1.1 Membrane bioreactors for wastewater treatment.

19.1.2 Thermal heat pumps for capturing and reusing thermal energy.

19.1.3 Anaerobic digesters for biogas production.

19.1.4 Combined heat and power (CHP) systems for renewable energy generation.

19.1.5 Nutrient recovery and composting facilities for fertilizer production.

19.2 The CWERC will treat wastewater to state reuse standards, reclaim water for non-potable uses, and generate renewable energy to offset operating costs. Byproducts such as biogas, compost, and reclaimed water will be sold to generate revenue.

19.3 The City of Laredo Utilities Department System (PWS 2400001) serves approximately 285,000 residents of Laredo, TX. It is made up of a 65 MGD and a 28 MGD water plants, which are supplied by surface water from the Rio Grande, eight (8) Ground Storage Tanks, eight (8) Elevated Storage Tanks, and approximately 990 miles of distribution piping.

19.4 Respondents are encouraged to review the ***Laredo Resilience Project*** (2024) report developed by the Harvard University Graduate School of Design. This report outlines Laredo's key water and climate resilience challenges and introduces the conceptual foundation for the CWERC. It includes relevant research, early modeling, and strategies that directly support the goals of this initiative. This report should be used as a foundational reference to align technical, environmental, and financial analyses with the CWERC. It serves as an important reference for understanding the broader goals of the project and the strategic context within which this feasibility study is being conducted. The report is available for download at: rgisc.org/the-laredo-resilience-project

20.0 Project Objectives

20.1 Reduce wastewater treatment costs for Laredo residents.

20.2 Reduce primary source water demand.

20.3 Increase potential for secondary water supply based on storage of reclaimed water.

20.4 Maximize resource recovery by transforming waste into renewable energy, reclaimed water, and valuable by-products.

20.5 Restore natural water systems by using reclaimed water to enhance groundwater and surface water hydrology.

20.6 Enhance climate resilience by reducing greenhouse gas emissions, mitigating flood risks, and improving drought resilience.

20.7 Assess the use of aquaponics on the CWERC site, using reclaimed water for growing cash crops and fish farming, recycling the water used.

21.0 Scope of Work and Required Deliverables

The selected firm or consultant will be responsible for conducting a comprehensive feasibility study, including the following tasks:

21.1 Engineering, Environmental, and Economic Analysis

21.1.1 Conduct a preliminary evaluation of siting options based on proximity to existing wastewater interceptors, land availability, zoning, and infrastructure compatibility.

21.1.2 Identify engineering constraints or opportunities related to hydrology, topography, floodplain location, and utility access.

21.1.3 Assess spatial requirements for key technologies (e.g., membrane bioreactor, anaerobic digesters, CHP units, composting systems).

21.1.4 Provide conceptual infrastructure layout(s) reflecting potential configurations and operational flows of the CWERC.

21.1.5 Evaluate potential environmental impacts of CWERC implementation, including emissions (air, odor), discharge quality, and site sensitivity.

21.2 Economic Analysis:

21.2.1 Assess the economic value of the CWERC, including projected capital/operational expenses and income-generation potential.

21.2.2 Evaluate potential revenue streams, such as utility and energy sales.

21.2.3 Compare the costs and benefits of decentralized wastewater treatment versus traditional methods.

21.2.4 Conduct a financial feasibility analysis, including potential funding sources, revenue streams, and payback periods.

21.2.5 Account for loss of sale of water - our potable water will be used less. While this is not a bad thing, the financing model should reflect this.

21.2.6 Estimate the cost of hauling waste to the facility.

21.2.7 Identification of potential consumers in the surrounding area for reclaimed resources.

21.2.8 Estimate the cost of installing and maintaining a purple pipe reuse distribution system.

21.2.9 Cost estimating needs to be adjusted and reviewed from the initial study.

21.3 Regulatory and Permitting Assessment

21.3.1 Identify relevant local, state, and federal regulations affecting the project (e.g., TCEQ, EPA).

21.3.2 Outline the permitting process and timeline for the proposed development

21.4 Final Report and Recommendations

21.4.1 Provide a comprehensive report detailing the findings of the feasibility study.

21.4.2 Include recommendations for the most viable CWERC site(s) and a roadmap for implementation.

22.0 Certificate of Insurances

Submit a copy of a current Certificate of Insurance with evidence of ***being able to add*** the City as "additional insured".

Insurance Requirements

Prior to the commencement of any work, under this agreement, Provider shall furnish a completed Certificate of Insurance to the Risk Management Division and City Secretary's Office, which shall be completed and signed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon and which shall furnish and contain all required information referenced or indicted thereon. The CITY shall have no duty to pay or perform under this contract until such completed and signed Certificate of Insurance shall have been delivered to Employee Health & Wellness Division and City Secretary's Office, and no officer, employee or elected official shall have authority to waive this requirement.

The CITY reserves the right to review the insurance requirements of this section during the effective period of the agreement or any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the CITY'S Employee Health & Wellness Division based upon changes in

statutory law, court decisions, or circumstances surrounding this agreement, but in no instance will the CITY allow modification whereupon the CITY may incur increased risk.

The financial integrity of Provider is of interest to the CITY, therefore, subject to the right of Provider right to maintain reasonable deductibles in such amounts as are approved by the CITY, Provider shall obtain and maintain in full force and effect for the entire duration of this agreement, and any extension hereof, at Provider's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A or better by A.M. Best Company and/or otherwise acceptable to the CITY, the following types and amounts:

TYPE		LIMIT
1.	Workers' Compensation	Statutory
1a.	Employers' Liability	$500,000/$500,000/$500,000
2.	Professional Liability Policy	$1,000,000 occurrence or its equivalent
3.	Comprehensive Auto Liability	$1,000,000 Combined Single Limit injury and property
a.	Owned/Leased Vehicles	
b.	Non-owned vehicles damage $1,000,000 per occurrence of its equivalent	
c.	Hired vehicles	

The CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto, as they apply to the limits required by the CITY, and may make reasonable request for deletion, revision, or modification or particular policy terms, conditions, limitations or exclusions except where policy provisions are established by law regulation binding upon either of the parties hereto or the underwriter of any such policies. Upon such request by the CITY, Provider shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

Provider agrees that with respect to the above required insurance, all insurance contracts and Certificates of Insurance will contain the following required provisions:

Name the CITY and its officers, employees, agents, and elected representatives as additional insured as respects operations and activities of, or on behalf of, the names insured performed under contract with the CITY, with the exception of the workers' compensation and employers' liability policy.

Provide for an endorsement that the "other insurance" clause shall not apply to the City of Laredo where the CITY is an additional insured shown on the policy.

Workers' Compensation and employers' liability policy will provide a waiver of subrogation in favor of the CITY.

Provider shall notify the CITY in the event of any notices of cancellation, non-renewal or material change in coverage and shall give such notices not less than 30 days to change, which notice must be accompanied by replacement Certificate of Insurance

22.1 The vendor shall be available to commence services immediately after successfully negotiating a contract for services, and said services within the period specified after award of contract.

The request for qualifications is required to contain the following information and should not be more than one hundred pages (excluding cover, title sheets, dividers, etc.)

23.0 Required Format and Contents of RFQ (Documentation Shall be Uploaded onto Cit-E-Bid)
For a proposal to be considered it must contain the following minimum information presented in the following format: (Font 11", Word or PDF).

23.1 Approach
Provide an approach for completing the Scope of Work for (Type of Services).

23.1.1 Present project review and quality assurance program.

23.1.2 Discuss any unique ideas/concerns relating to the project.

23.2 Project Organization
Lead firm (or firms in the case of joint ventures):

23.2.1 Names(s).

23.2.2 Address (es).

23.2.3 Telephone number(s).

23.2.4 Name of responsible corporate officer(s).

23.3 Sub consultants

23.3.1 Name(s).

23.3.1 Address (es).

23.3.2 Telephone number(s).

23.3.3 Name of responsible corporate officer(s).

23.4 Organization Chart
Brief description of responsibilities and summary resumes of key professional personnel emphasizing experience directly relating to responsibilities on this project, as well as any specialty certification which demonstrates special qualification related to this project.

23.4.1 Indicate which team members will participate in each area of the work.

24.0 Schedule
Statement of Qualifications will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on April 17, 2025 and all proposals received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on April 18, 2025.

25.0 Evaluation Criteria
The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFQ. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFQ. Criteria to be evaluated may include the items listed below.

The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria.

The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

25.1 Negotiations may be conducted with the responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

In determining the ***best value*** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Sections	Criteria	Max Points
I	Company Profile. (26.1)	20
II	Technical Approach. (26.2)	40
III	Experience & References. (26.3)	30
IV	Proposed Schedule. (26.5)	10
	Total	100

Rating of Definitions for Percentage Method

%	Rating	Definition
0%	Unsatisfactory	Does not satisfy criteria in specifications.
10%	Very Poor to Unsatisfactory	
20%	Very Poor	Meets elements of some criteria minimally.
30%	Poor to Very Poor	
40%	Poor	Meets some criteria at minimum acceptable level.
50%	Average to Poor	
60%	Average	Adequately meets most criteria.
70%	Good to Average	
80%	Good	Exceeds minimum criteria.
90%	Very Good	Provides benefits to the entity in addition to all required criteria.
100%	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Sections	Criteria	Max Points	% Meeting Criteria	Sample Points
I	Company Profile. (26.1)	20	50%	10
II	Technical Approach. (26.2)	40	60%	24
III	Experience & References. (26.3)	30	70%	21
IV	Proposed Schedule. (26.5)	10	90%	9
			Total Raw Score	64

26.0 Required Documentation ***Documentation shall uploaded onto Cit-E-Bid****
Selection of the consultant(s) will be based on the following evaluation criteria:

26.1 Section I: Company Profile. (**20 Points**)

26.1.1 Overview of your firm, including relevant experience and qualifications.

26.1.2 Examples of similar projects completed, including client references.

26.1.3 Provide firm's name, address, website URL and telephone number. Include name, title and e-mail address of the individual who will serve as firm's primary contact. Include a brief description and history of your firm.

. *****Documentation shall uploaded onto Cit-E-Bid******

26.2 Section II: Technical Approach. (**40 Points**)

26.2.1 Detailed description of your proposed methodology for conducting the feasibility study.

26.2.2 Explanation of tools, technologies, and frameworks to be used.
*****Documentation shall uploaded onto Cit-E-Bid******

26.3 Section III: Experience and References. (**30 Points**)

26.3.1 Proposals should include a list of 3 references for similar projects that your firm has completed.

26.3.2 At least 5 projects in the last 5 years involving the following:

26.3.2.1 Membrane bioreactors for wastewater treatment.

26.3.2.2 Thermal heat pumps for capturing and reusing thermal energy.

26.3.2.3 Anaerobic digesters for biogas production.

26.3.2.4 Combined heat and power (CHP) systems for renewable energy generation.

26.3.2.5 Nutrient recovery and composting facilities for fertilizer production

*****Documentation shall uploaded onto Cit-E-Bid******

26.4 Section IV: Proposed Schedule (**10 Points**)
Proposals should include the proposed work schedule, timeline and deliverables resulting from the feasibility study. The contract is expected to begin between April 30 2025 and May 31, 2025 and should ideally be completed by December 31, 2025.

*****Documentation shall uploaded onto Cit-E-Bid******

27.0 Term of Contract
The term of this contract shall not exceed a period of one (1) year beginning as of the date of its execution. It is expressly understood by the parties that contract is contingent upon the agreement and acceptance by the Laredo City Council. All annual contracts shall bound by the terms of this RFQ document.

28.0 Award of Contract

The selection and award shall be based on the basis of demonstrated competence and qualifications to perform the services; and for a fair and reasonable price. The professional fees under the contract may not exceed any maximum established by law. The vendor shall bear the burden of proof of compliance with the City of Laredo specifications.

29.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your proposal package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this proposal the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) _____

Signature _____Date_____
of person authorized to sign proposal

Print Name _____
of person authorized to sign proposal

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____Partnership_____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No. If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

30.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact the Purchasing Agent at 956-794-1731

☐ **HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.**

Name _____ **Signature** _____ **Date** _____

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

_____ _____
Signature of person doing business with the governmental entity Date

31.0 **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is _____
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

_____

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this_____day of _____20_____.

_____
Notary Public

My commission expires:

_____

32.0

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): _____

b) Originating Department(s): _____

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Name (Print)	Signature	Name (Print)	Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies): _____

***5. List any individuals or entities that will be subcontractors on this contract.**

☐ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☐ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☐ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☐ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: _____

_____

_____

***Acknowledgements**

☐ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☐ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☐ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☐ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Name (Print)	Signature	Title

Company or DBA	Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

33.0 Tab F – Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, **https://www.ethics.state.tx.us/tec/1295-Info.htm.**

Implementation of House Bill 1295

33.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

33.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

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

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

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

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

********** Does Not Need to be Notarized**********

34.0 Vendors Instructions:

Statement of Qualifications will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on April 17, 2025; and all proposals received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on April 18, 2025.**

Hand delivered Statement of Qualifications are to be submitted in a sealed envelope clearly marked:

RFQ: Feasibility Study for Community Water & Energy Resource Center – Utilities Department FY25-054

Statement of Qualifications can be downloaded and submitted through Cit-E-Bid:
https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

	Natural System Utilities
Evaluator#1	91.00
Evaluator#2	93.00
Evaluator#3	95.00
Evaluator#4	68.00
Evaluator#5	54.00
Average & Final Scores	**80.20**

FY25-054 Addendum 2
Natural Systems Utilities
Supplier Response

Event Information

Number: FY25-054 Addendum 2
Title: FY25-054 Feasibility Study for Community Water & Energy Resource Center –Utilities Department
Type: Request For Qualifications
Issue Date: 3/26/2025
Deadline: 4/17/2025 05:00 PM (CT)
Notes:

******Bid Opening date has changed. Refer to Revised Notice to Bidders Attachment. Opening Date has been changed from April 18, 2025 10:00 AM to April 22, 2025 9:00 AM******

******If the bidder submits both an electronic proposal and a properly completed manual proposal, the Purchasing Division will use the electronic proposal. If the bidder submits an electronic proposal and a manual proposal that is not complete, the Purchasing Division will use the electronic proposal.**********

Proposals forms can be downloaded and printed through Cit-E-Bid. *****Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered.********

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Natural Systems Utilities Information

Address: 170 Township Line Road
Building C
Hillsborough, NJ 08844
Phone: (908) 359-5501
Web Address: www.nsuwater.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Richard V Petrosino Jr
Signature

rpetrosino@nsuwater.com
Email

Submitted at 4/17/2025 01:22:09 PM (CT)

Response Attachments

FY25-054 RFQ Response_NSU.pdf

RFQ Response

Conflict of Interest Questionnaire-Revised 1-1-2021 - NSU.pdf

Conflict of Interest Form

FY25-054 Form_1295.pdf

Form - 1295

Non-Collusive Affidavit.pdf

Non-Collusive Affidavit

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Applied Water Management, Inc. d/b/a Natural Systems Utilities
3	**State how long under has the business been in its present business name** 40 Years
4	**If applicable, list all other names under which the Business identified above operated in the last five years** n/a
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? 1 - No 2 - No 3 - No 4 - No
7	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? 1 - No 2 - No 3 - No
8	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member. 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.
10	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
11	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes

12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Richard V. Petrosino Jr.
14	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY25-054 Utilities Department
15	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Natural Systems Utilities
16	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** It applies to my business
17	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. Parent Companies - Nijhuis Saur Industries & Saur
18	**Question 5. List any individuals or entities that will be subcontractors on this contract** It applies to my business
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. Adaptive Water
20	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. *No response*

22	**Question 7. Disclosure of political contributions** List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) Not Applicable
23	**Question 7. Disclosure of political contributions** If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. *No response*
24	**Updates on contributions required** Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
25	**Question 8. Disclosure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
26	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. *No response*
27	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section
28	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section
29	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised

30 **Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

Rick Petrosino Vice President Natural Systems Utilities 04/17/2025

31 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

☑ I swear or affirm information is correct

32 **Company Information Questionnaire**

☑ I have completed this section

33 **Conflict of Interest Questionnaire**

☑ I have completed this section

34 **Non-Collusive Affidavit**

☑ I have completed and included this form

35 **Discretionary Contracts Disclosure**

☑ I have completed this section

36 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46. Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I will comply with this form

37 Terms and Conditions for Request for Qualifications

- GENERAL TERMS AND CONDITIONS FOR STATEMENT OF QUALIFICATIONS

1. GENERAL CONDITIONS Interested firms (Respondents) are required to submit statements upon the following expressed conditions: A. Respondents shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a Respondent to request additional compensation. B. Respondents shall make all investigations necessary to thoroughly inform themselves regarding the services being requested. No pleas of ignorance by the Respondent of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the Respondent. C. Respondents are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

2. PREPARATION OF SUBMITTALS Submittals shall be prepared in accordance with the following: A. For hand delivered submittals only, all information required by the RFQ form shall be furnished. The Respondent shall print or type the business name and manually sign the schedule. For Electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replaced the manual bid and shall be considered the only valid bid. B. Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

3. DESCRIPTION OF SUPPLIES Not applicable for this request.

4. SUBMISSION OF HAND DELIVERED STATEMENTS A. Statement of qualifications and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the opening. B. Unless otherwise noted on the Notice to Respondents cover sheet, all hand delivered statements of qualifications must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. C. SOQ forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered**. D. The City shall pay no costs or other amounts incurred by any entity in responding to this RFQ, or as a result of issuance of this RFQ.

5. REJECTION OF STATEMENT OF QUALIFICATIONS. The City may reject an SOQ if: A. Respondent misstates or conceals any material fact in the SOQ. B. SOQ does not strictly conform to the law or the requirements of the SOQ. C. Respondent is in arrears on existing contracts or taxes with the City of Laredo. D. In the event that a Respondent is delinquent in the payment of City of Laredo taxes on the day the SOQ is opened, including state and local taxes, such fact may constitute grounds for rejection of the SOQ or cancellation of the contract. A Respondent is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes E. No SOQ submitted herein shall be considered unless the Respondent warrants that, upon execution of a contract with the City of Laredo, Respondent will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Respondent will submit such reports as the City may therefore require assuring compliance with said practices. F. The City may reject all SOQs or any part of an SOQ whenever it is deemed necessary.

6. WITHDRAWAL OF STAMENT OF QUALIFICATIONS SOQs may not be withdrawn after they have been publicly opened, unless approved by the City Council.

7. LATE PROPOSALS OR MODIFICATIONS SOQs and modifications received after the time set for the proposal receiving deadline will not be considered. Late proposals will be returned to the Respondent unopened.

8. CLARIFICATIONS OR OBJECTION TO STATEMENT OF QUALIFICATIONS If any person contemplating submitting an SOQ for this contract is in doubt as to the true meaning of the specifications, or other SOQ documents or any part thereof, they may submit to the City Purchasing Agent. All requests for information shall be made in writing through email or Question & Response section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to : CITY OF LAREDO PURCHASING AGENT Jaime Zapata 5512 Thomas Avenue Laredo, TX 78041; email: jezapata@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFQ number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the SOQ during the RFQ process, bidder, or any persons acting on their behalf, shall

not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. The following sequence of activities must take place in filing a protest: To be performed by protesting Respondent: Within ten (10) calendar days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting Respondent must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest. To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting Respondent of the decision. If the protesting Respondent is not satisfied with the decision of the City Purchasing Officer, such protesting Respondent may appeal to the City Manager of the City of Laredo. If the protesting Respondent cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

9. RESPONDENT DISCOUNTS Not applicable for this contract.

- **10. AWARD OF CONTRACT** The selection and award shall be based on the basis of demonstrated competence and qualifications to perform the services; and for a fair and reasonable price. The firm selected will be the firm which, in the opinion of the City, is the best qualified. The professional fees under the contract may not exceed any maximum established by law. The Respondent shall bear the burden of proof of compliance with the City of Laredo specifications. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).
- **11. ENTIRE AGREEMENT**

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.. PAYMENTS & INVOICING All invoices to the City of Laredo have a 30-day term from receipt of completion of services. All invoices must show the purchase order number and invoices shall be legible. Invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. Electronic Funds Transfer (EFT) payments are also available: if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jolly@ci.laredo.tx.us . For more information, please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7328.

13. PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person entity is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

14. TITLE VI ASSURANCE The City of Laredo along with the Texas Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. ss 2000d to 2000d-4) and the Regulations, hereby notifies all providers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Statements of Qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

15. In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform

professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

38	**Insurance Terms and Conditions** **INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract. (a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit. (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate. (c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage. (d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract. (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability. (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows: 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability. 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions. 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies. 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage. 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance. 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances. 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo. 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following: 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein. 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo. (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies. **(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.** (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract. (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract. ☑ I agree my insurance meets minumum requirements

39	Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions

40	**Contract Requirements** **1.CODE OF ETHICS ORDINANCE** Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings. **1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD** **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration. **1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system)** The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true. **1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system)** The City of Laredo requires the following forms to be completed as a part of this bid for consideration: 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only**** **1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system)** Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. **1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system)** Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract. Changes to Form 1295: Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration." ☑ I have read and understand this section

41 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award 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.

☑ I have read and understand this section

42 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

43 **Section I: Company Profile**

Section I: Company Profile. (20 Points)

Overview of your firm, including relevant experience and qualifications.
Examples of similar projects completed, including client references.
Provide firm's name, address, website URL and telephone number. Include name, title and e-mail address of the individual who will serve as firm's primary contact. Include a brief description and history of your firm.

****Documentation shall uploaded onto Cit-E-Bid******

☑ Yes

44 **Section II: Technical Approach**

Section II: Technical Approach. (40 Points)

Detailed description of your proposed methodology for conducting the feasibility study.
Explanation of tools, technologies, and frameworks to be used.

****Documentation shall uploaded onto Cit-E-Bid******

☑ Yes

45 **Section III: Experience & References**

Section III: Experience & References. (30 Points)

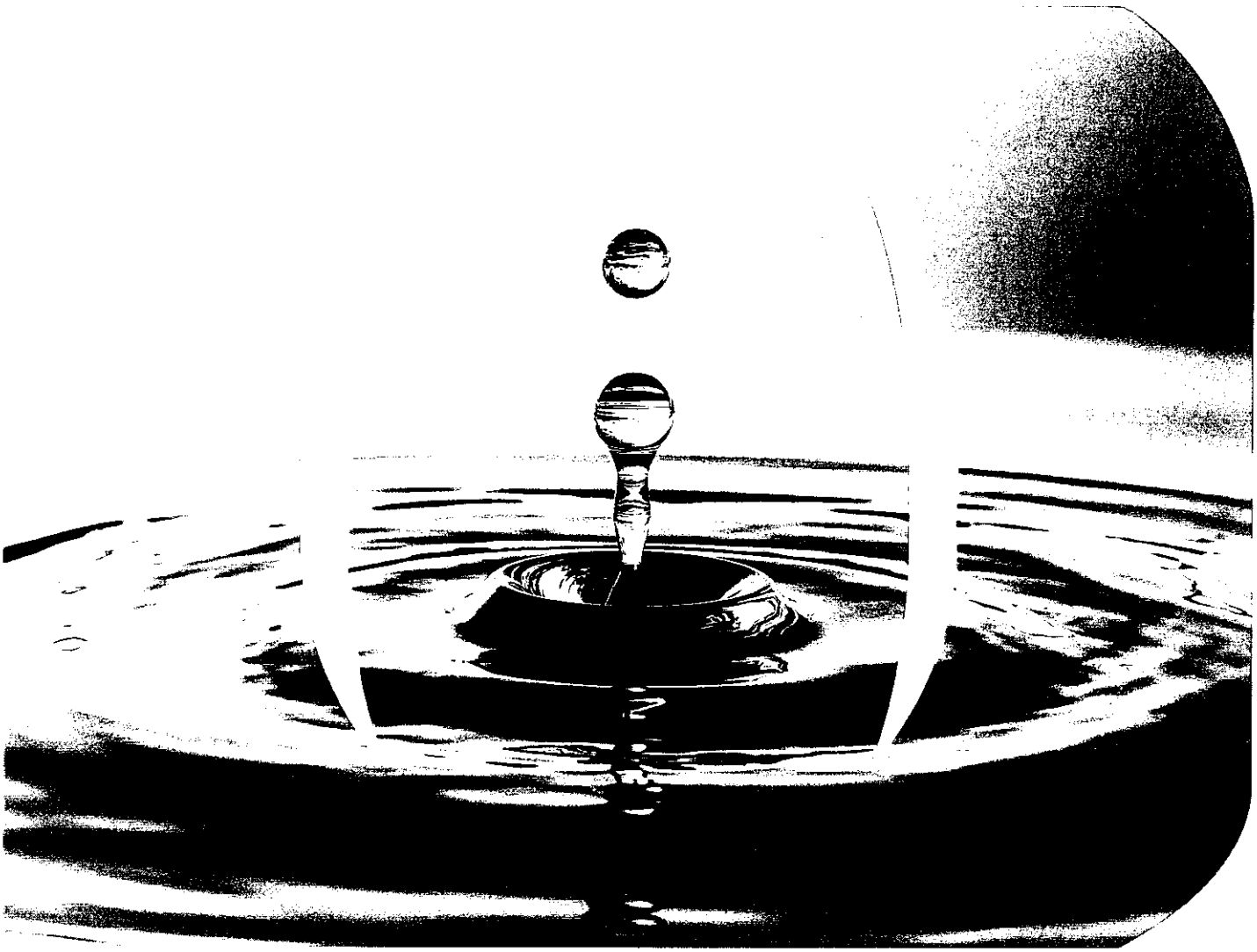
Proposals should include a list of 3 references for similar projects that your firm has completed.
At least 5 projects in the last 5 years involving the following:
Membrane bioreactors for wastewater treatment.
Thermal heat pumps for capturing and reusing thermal energy.
Anaerobic digesters for biogas production.
Combined heat and power (CHP) systems for renewable energy generation.
Nutrient recovery and composting facilities for fertilizer production.

****Documentation shall uploaded onto Cit-E-Bid******

☑ Yes

46	Section IV: Proposal Schedule **Section IV: Proposal Schedule. (10 Points)** Proposals should include the proposed work schedule, timeline and deliverables resulting from the feasibility study. The contract is expected to begin between April 30 2025 and May 31, 2025 and should ideally be completed by December 31, 2025. ****Documentation shall uploaded onto Cit-E-Bid****** ☑ Yes
47	**Addendum I** Addendum I Requires Acknowledgement. Due to City Holidays being held on Friday April 18, 2025 and Monday April 21, 2025, this proposal will be opened and acknowledged on Tuesday April 22, 2025 at 9:00 A.M. ☑ Acknowledge

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Response to RFQ for Laredo, TX

Feasibility Study for Community Water & Energy Resource Center Utilities Department (FY25-054)

Rick Petrosino

Vice President

Natural System Utilities

Date Submitted: April 17th, 2025

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Date: April 17, 2025

To: City of Laredo – City Secretary
City Hall – Third Floor
1100 Houston Street
Laredo, TX 78040

Attn: Mario I. Maldonado Jr.

Re: Laredo, TX CWERC RFQ Response (FY25-054)

Dear City Secretary,



Natural Systems Utilities (NSU) is pleased to submit our response to the City of Laredo's Request for Qualifications for a feasibility study of the proposed Community Water and Energy Resource Center (CWERC). With over four decades of experience in decentralized water infrastructure including the design, construction, and long-term operation of innovative water reuse systems, NSU brings unparalleled expertise in the development and implementation of community-scale water and energy recovery facilities.

We understand that the CWERC aims to transform Laredo's wastewater treatment strategy by creating a neighborhood-scale resource recovery facility that not only reclaims water to state reuse standards, but also generates renewable energy and compost, ultimately lowering utility costs and advancing climate resilience for the community. NSU fully supports this visionary initiative and is confident in our ability to guide the City through a thorough technical, economic, and environmental feasibility study aligned with the goals outlined in the Laredo Resilience Project and supported by NADBank. We also believe we can help Laredo more fully tap into the value of its water rights on the Rio Grande by achieving resilience through reuse.

Our qualifications include:

1. **National Leadership in Decentralized Wastewater Systems:**
   NSU manages the design, construction, and continuous operations of the largest portfolio of onsite decentralized wastewater treatment and reuse systems in the United States—currently operating over 400 facilities. We specialize in community-scale systems, which are directly aligned with the CWERC's scale and objectives.

2. **Proven Experience with Advanced Water Reuse Technologies:**
   From early innovations like the first U.S. membrane bioreactor (MBR) system to today's most energy-efficient treatment solutions, NSU has consistently delivered projects that integrate wastewater treatment with energy and nutrient recovery. We are highly experienced with membrane bioreactors, anaerobic digestion, CHP systems, and nutrient recycling technologies—key components of the CWERC vision.

3. **Turnkey Delivery & Long-Term Operations:**

NSU's approach encompasses not just feasibility and design, but also construction and ongoing operation of systems. Our DBO (Design-Build-Operate) model ensures continuity and accountability from concept through execution and beyond. This holistic view is critical to accurately assessing operational feasibility, system reliability, and long-term value generation.

4. **Deep Regulatory and Permitting Knowledge:**
   We have successfully navigated complex permitting processes with state and federal agencies including the EPA, TCEQ-equivalent agencies, and public health departments in multiple jurisdictions. Our direct involvement in developing water reuse regulations in New York City and receiving groundbreaking discharge permits, positions us to provide strong guidance on the CWERC's regulatory strategy. Furthermore, we have partnered with Adaptive Water, a Texas based firm with strong Texas relationships, to enhance our project team.

5. **Commitment to Resilient Infrastructure and Social Equity:**
   NSU recognizes the CWERC's broader role in supporting climate resilience, equitable water access, and local economic opportunities. Our team has delivered similar projects that include aquaponics, green infrastructure, and community engagement as part of system design and benefit-sharing.



Enclosed in this submission are our qualifications and technical approach, demonstrating our ability to deliver a rigorous, forward-thinking feasibility study that supports the City of Laredo's goals. We would be honored to collaborate with the City, NADBank, and the Laredo Utilities Department in shaping this transformative infrastructure.

Thank you for the opportunity to submit this RFQ. We look forward to the possibility of working together to build a more sustainable and resilient water future for Laredo.

Kind Regards,

Rick Petrosino (Primary Contact)
Vice President
Natural Systems Utilities, LLC
848.333.8050
rpetrosino@nsuwater.com

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Required Information

Approach:

See Section II (Technical Approach)

Lead Firm:

Name:	Natural Systems Utilities
Address:	170 Township Line Road, Building C Hillsborough, NJ 08844
Telephone:	908.359.5501
Officers:	Zachary Gallagher, Deborah Burke, Jen Cohn

Sub Consultant:

Name:	Adaptive Water
Address:	1709 Kinney Ave, Unit B Austin, TX 78704
Telephone:	301.452.1900
Officers:	Sharlene Leurig, Kira Dell

Organization Chart:

See Section III.II (Organization Chart)



Contents

I: Company Profile 7
Operations and Maintenance Services 8
Design-Build Services 9
Water/Energy Challenges & Approach 9
Subconsultant: 13
II: Technical Approach 14
Project Understanding 14
Methodological Framework 14
Workstream Details 14
Final Report and Deliverables 16
Project Management and Timeline 16
Optional Community Engagement (Recommended) 16
III: Experience & References 17
III.I: Project Experience 17
Domino Redevelopment (Brooklyn, NY) 18
Environmental Disposal Corporation (Bedminster, NJ) 20
Gillette Stadium (Foxborough, MA) 22
Microsoft Campus (Silicon Valley, CA) 24
Philipsburg MUA (Philipsburg, NJ) 26
Battery Park City (New York City, NY) 28
Water Reuse Planning & Implementation: Austin Water Forward Plan 30
Options Analysis for Alternative Supply Sources to Restore Jacob's Well 30
Environmental Flow Restoration Strategic Planning: Pecos River 30
Business Model Development for Disadvantaged Texans: Vida Water PBC 31
Corporate Water Replenishment Project: Galveston Bay Inflow 31
III.II: Personnel Experience 32
Zach Gallagher (CEO) 33
Nancy Choi (Vice President of Engineering) 36
Adam Stern (Vice President of Business Development) 41
Vincent Gruffat (Managing Engineer) 44
Jens Riedel (Managing Engineer) 47
Prantik Chakraborty (Project Engineer) 50
Sharlene Leurig (CEO Adaptive Water) 51
Kira Dell (COO Adaptive Water) 54
Organization Chart 55
III.III: References 56

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III.IV: Project List 57
IV: Proposed Schedule 66

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I: Company Profile

Natural Systems Utilities, LLC (NSU) is an innovative infrastructure development and investment company integrating an efficient turn-key design, build, own, and operate (DBOO) approach to sustainable water infrastructure. NSU has nearly 40 years' experience and innovative leadership in water resource management with the long-term asset management perspective and capital resources of a utility company. NSU has a proud history of providing turnkey DBO solutions to a range of municipal, commercial, residential, institutional, and industrial customers across the United States. NSU has undertaken over 200 wastewater DBO projects – believed to be more than any other firm in the U.S. NSU leadership has led the development of the largest DB, DBO, DBOO turnkey projects in North America.

NSU has ongoing projects in the Northeast, New England, Midwest, and the West Coast. With offices in New Jersey, Massachusetts, Minnesota, and California, providing these services is a staff of over 140 employees, including licensed professional engineers, construction professionals and certified water and wastewater treatment facility operators. Additional information may be found on the NSU website at: (**www.nsuwater.com**).

NSU's legal entity is Natural Systems Utilities, LLC. Natural Systems Utilities, LLC consists of various subsidiaries, the oldest of which was founded in 1984. Natural Systems Utilities, LLC was founded to invest in and promote sustainable water and wastewater infrastructure projects. NSU has become a premier provider of water and wastewater design, build, operation, and maintenance services. NSU is a rapidly growing company focused on bringing together a world-class group of water and wastewater professionals.

Most recently NSU was acquired by Nijhuis Saur Industries (Nijhuis) which is part of Saur, a leading service provider in the global water and wastewater sector. Founded in 1904, Nijhuis this year celebrates 120 years of providing solid and adaptive solutions for sustainable and resilient water use, energy, and resource recovery. Since the inception of Saur's Industrial Water platform more than a dozen companies, led by Nijhuis, have been successfully acquired and integrated into one global operating company supporting clients in over 150 countries with engineering and consultancy services, EPC / DBOF project execution, mobile water solutions and O&M site services.



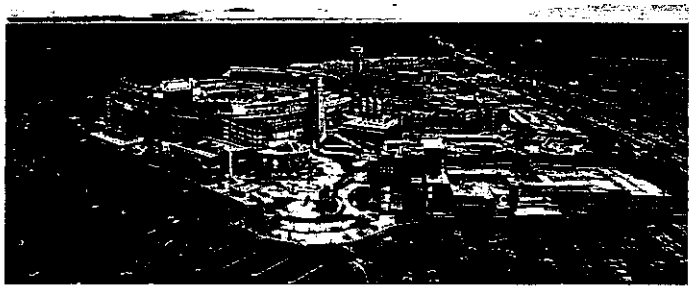
With an extensive portfolio of innovative technologies and game-changing solutions, Nijhuis is now delivering local, scalable, and circular water-on-demand solutions to more than 6,000 references around the world and contributing to a more sustainable and resilient future with over 12,000 employees.

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Our purpose is to be an advocate for water, ensuring everyone gives water the value it deserves. With our unique Customer for Life approach, we protect water resources, contribute to the water, energy, and food transition, and help to restore and close the water loop and give water the value it deserves. We call it **#MissionWater.**

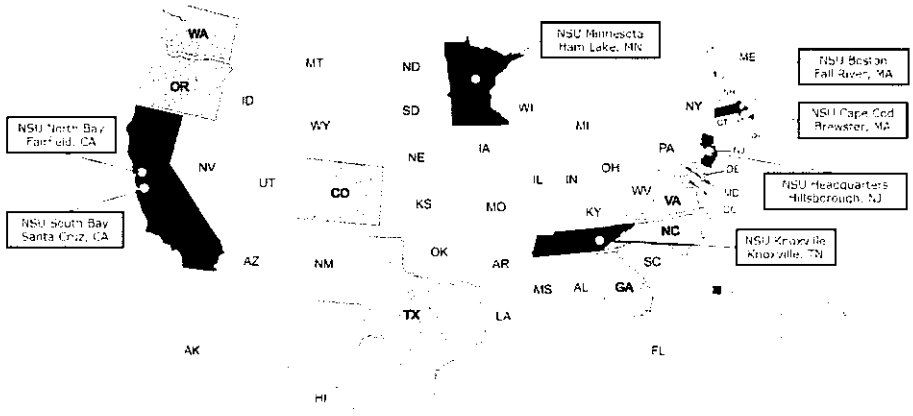
NSU offers a broad range of contract operations services to public and private sector treatment plants, including management, operation, repair, and maintenance, plus specialized, supportive services, including energy efficiency programs, computerized maintenance management systems, information systems, quality control programs, budget forecasting, administration and public relations, and community involvement programs.



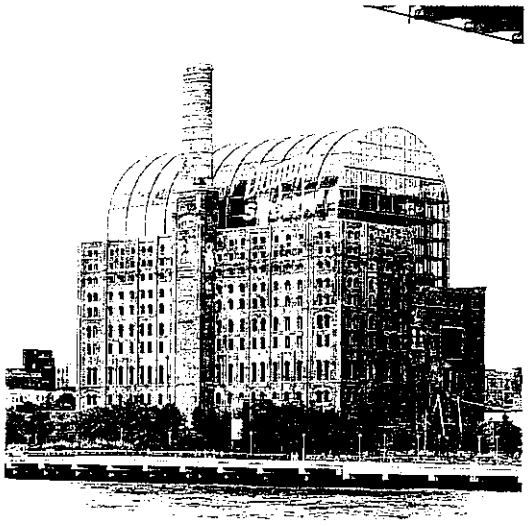
NSU has an excellent record of maintaining regulatory compliance. Today's standards of operating modern water-supply or wastewater treatment facilities require a state-certified individual who has knowledge of chemistry and biology and possesses additional electrical and mechanical skills.

NSU maintains a staff of professional operators for contract operation services, providing full- and part-time operators for many clients. In addition, management has particular expertise in recruiting and training local employees.

In managing clients' operation and maintenance projects, NSU benefits include reducing overall project cost and ensuring the application of best-in-class techniques. As an owner of water and wastewater facilities, NSU fully understands the difficulties and responsibilities necessary to successfully operate and maintain water and wastewater facilities for its clients.



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NSU combines the roles of designer, constructor and operator of water and wastewater infrastructure components in providing seamless multi-discipline Design-Build-Operate (DBO) and Design-Build-Own-Operate (DBOO) services to our customers. Beyond the significant reduction in capital costs these alternative procurement techniques have demonstrated, there are other important benefits to clients over the more traditional design-bid-build approach:

- A fully integrated, single source for planning, permitting, design, construction, operation and ownership of water/wastewater systems streamlines a client's need to arrange for, and integrate the efforts of a variety of vendors.
- Our highly qualified engineering and design group receives real world input from our construction and operations staff during the design process, insuring that efficient and economical considerations are factored into both construction and long-term operation.
- Our construction division has full access to the process engineering team, allowing a critical give-and-take relationship during design and construction phase, shortening the overall project schedule, one of the chief benefits of design-build projects.
- Our operators have hands-on experience in a broad range of water, wastewater, and residuals technologies. In particular, NSU has been especially recognized for work with an assortment of membrane bioreactor (MBR) treatment facilities.

Although considerable attention is drawn to the 1 percent of the world's available water supply that is used for drinking, the vast majority of our water is used for agriculture, commercial and industrial purposes. Experts around the world agree that our water use habits are rapidly depleting this finite resource. Municipalities, businesses, schools, and urban areas, particularly in the more arid regions, demand systems that not only fulfill day-to-day water needs, but also must simultaneously conserve water in a cost-effective manner. This is indeed a challenge, particularly given our aged and inefficient infrastructure and our increasingly strained water supplies.

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NSU manages the design, construction, and operations of several water reuse systems that are helping to lead a transformation of water infrastructure within the United States. Some of our systems recycle 100% of the wastewater treated. Direct non-potable water reuse is a beneficial and innovative approach where wastewater and storm water are treated and reused for multiple non-potable purposes such as toilet flushing, cooling tower make-up, laundry and landscape or rooftop irrigation, greatly reducing demands on fresh water supplies. All the water reuse projects designed by NSU incorporate blackwater (typically water from toilets and urinals), greywater (wash water) and stormwater treatment systems. Overall, NSU specializes in taking an integrated water management approach when developing the solution and seeks to optimize water and energy usage at each and every project site.

NSU's non-potable direct water reuse systems are of varying capacities and sizes depending on the particular community being served. Technologies range from constructed wetlands to membrane bioreactors.

NSU was one of the first companies in the United States to utilize membrane filtration technology for wastewater treatment facilities and has used it in a number of projects, including those that incorporate water reuse into their design. Most, if not all the NSU projects, are designed specifically for stringent nutrient removal. In addition, NSU has experience with designing advanced water treatment systems for arsenic, phosphorus, iron, and manganese removal.

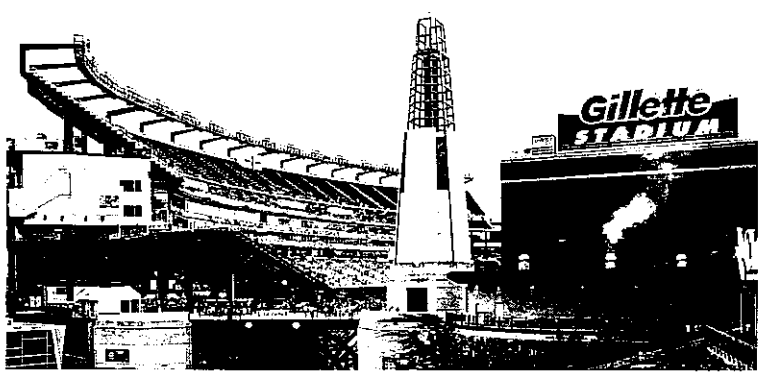
As owners and operators of these advanced treatment systems, NSU is always seeking new ways to lower power and chemical costs at wastewater treatment/reuse facilities. Recent research projects yielded savings of over 30% on two existing MBRs that NSU designed, built, and operates. As a result of this applied knowledge, NSU continuously helps clients select the right process and equipment to handle specific infrastructure needs.

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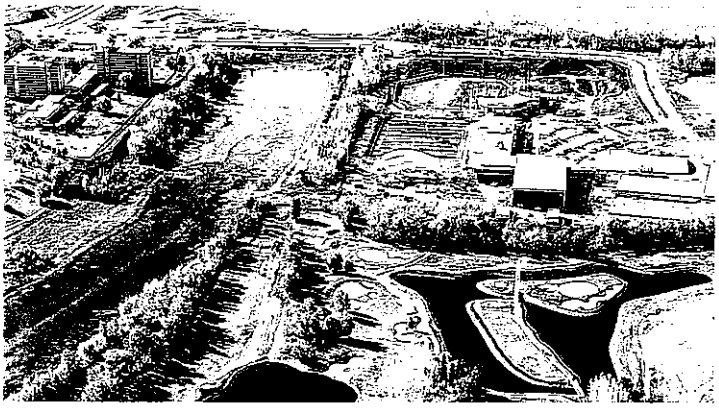
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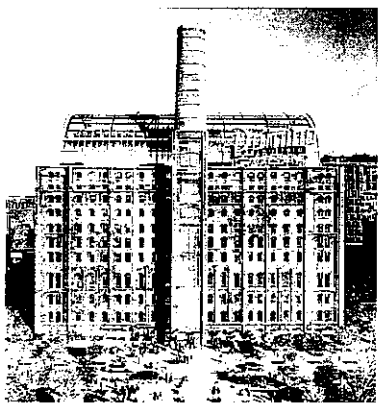
Leading the World in Onsite Water Reuse Solutions



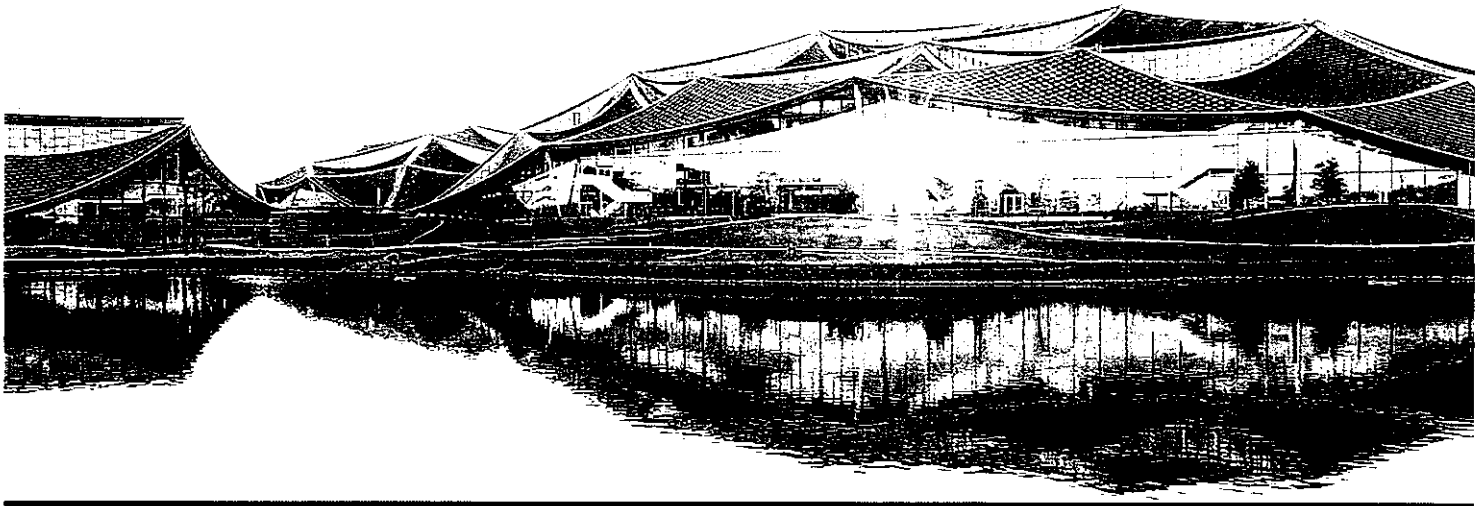








Design Build Operations Maintenance Finance Ownership Solutions



NSUWATER.COM

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Mission

"We seek to reimagine water by providing innovative solutions that safeguard the world's water resources."



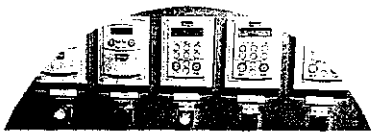
Bristol Meyers Squibb

FIRST pharmaceutical on-site Water Reuse system in the US.



The Solaire

FIRST residential water reuse project in the US; LEED-Platinum.



The New School

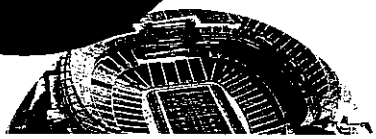
FIRST system to utilize reclaimed water for laundry in NYC.

Copper Hill Elementary

FIRST Public school water reuse system.









Gillette Stadium & Patriot Place

250k GPD on-site water reuse system.

Microsoft

On-site water reuse meeting net-zero non-potable water initiatives.

Why?

Water Reuse is a Better Wayto address:

- Escalating water and sewer costs
- Pollution and lack of centralized sewer services
- Aging infrastructure
- Growing demand for increased resiliency
- Green building initiatives
- Regulatory trends and requirements

How?

NSU'S Water Solutions & Services Include:

- Water Supply
- Wastewater Treatment
- Indirect Reuse (Groundwater Recharge)
- Direct Reuse (Alternate Water Supply)
- Design-Build
- Operations & Maintenance
- Ownership/Asset Management (Water Purchase Agreements)

Who?

NSU provides Turn-Key Services for:

- Residential & Commercial Developers
- Eco-Districts
- Education/ Universities
- Industrial
- Hospitality
- Healthcare
- Municipal/ Government
- Public Private Partnerships
- You, Your Industry & Community

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Adaptive Water

Website: www.adaptivewater.com
Phone: (301) 452-1900
Address: 1709 Kinney Ave, Unit B, Austin, TX 78704
Primary Contact:

Sharlene Leurig, Chief Executive Officer
sharlene@adaptivewater.com

Company Description & History:

Water is the rate-limiting factor to Texas' growth. For communities experiencing economic losses due to water shortages, water reuse offers a sustainable, reliable, and cost-effective path to a secure water future. Adaptive Water was formed in January of 2025 by co-founders, Sharlene Leurig and Kira Dell, to enable this future across Texas. We are a vertically integrated water solutions company, providing Design-Build-Operate-Finance services for large-scale water users, including commercial campuses, light industrial facilities, and planned communities. By offering turnkey solutions, Adaptive enables customers to focus on their core business, with confidence that their water needs are met.

Founder Bios:

Sharlene Leurig, Chief Executive Officer

Sharlene is a nationally recognized social entrepreneur with 15 years' experience in water infrastructure finance, utility business model adaptation and water markets. Prior to forming Adaptive, Sharlene served as founding CEO of Texas Water Trade, leading a team that catalyzed market-based water solutions for people and nature. During her tenure at TWT, she served as founding Board Chair and Interim CEO of Vida Water, a Public Benefit Corporation providing in-home water treatment services for Texans living in water poverty. Sharlene has been a Draper Richards Kaplan Foundation Entrepreneur and an MIT-USGS Science Impact Collaborative Fellow. She holds a BA in Physics and English from Washington University in St. Louis and a Master's in City Planning from the Massachusetts Institute of Technology.

Kira Dell, Chief Operating Officer

Kira brings a track record in business process optimization and data-driven decision-making to Adaptive's founding team. As a business consultant at Endeavor.org, she advised growth-stage companies ($10-20MM revenue) focused on logistics, mobility, IoT, advanced manufacturing, and ag-tech. There, she spearheaded a business intelligence initiative analyzing 1,200+ portfolio companies, providing insights on fundraising, talent acquisition, market entry, and other challenges. As a product manager at findhelp.org, Kira led software engineering teams from design to delivery and was responsible for product vision, roadmap, and strategy. She is an experienced facilitator of Scrum, a team collaboration framework designed to enable rapid, iterative product development. Kira is committed to disrupting the water industry in order to combat biodiversity losses driven by freshwater depletion.

II: Technical Approach

The City of Laredo seeks to evaluate the feasibility of developing a Community Water and Energy Resource Center (CWERC) — a decentralized, neighborhood-scale facility that transforms wastewater into valuable resources such as reclaimed water, renewable energy, and compost. The feasibility study will assess the technical, economic, and environmental viability of this innovative concept and provide the City with a clear implementation roadmap. Our team understands the CWERC as a transformative infrastructure project that aligns with Laredo's climate resilience goals, supports equitable water access, and advances circular resource use.

Our approach integrates four core workstreams: **(1) Engineering and Environmental Analysis, (2) Economic and Financial Feasibility, (3) Regulatory and Permitting Assessment,** and **(4) Final Reporting and Recommendations.** Each stream is executed in close collaboration with City stakeholders to ensure alignment with local priorities and conditions.

Engineering and Environmental Analysis

Site Screening and Suitability Assessment

- Utilize GIS mapping tools and spatial datasets to identify candidate locations.
- Evaluate each site based on proximity to interceptors, land availability, floodplain risk, hydrological restoration potential, and existing infrastructure.

Infrastructure and Technology Assessment

- Determine spatial requirements for membrane bioreactors, anaerobic digesters, thermal recovery systems, and composting units.
- Develop conceptual infrastructure layout(s) to illustrate treatment trains, energy loops, and material flow.

Environmental Enhancement & Impact Review

- Perform a preliminary environmental impact assessment.
- Model emissions (air, odor), effluent quality, and potential habitat impact.
- Identify opportunities to enhance natural hydrology through ground and/or surface water restoration using reclaimed water.

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Economic and Financial Feasibility

Cost and Revenue Modeling

- Estimate capital and operational costs, including purple pipe infrastructure and waste hauling logistics.
- Evaluate income potential from reclaimed water, biogas, compost, and thermal energy sales.
- Adjust and validate cost assumptions from prior studies to reflect current conditions and inflation.
- Quantify cost per acre-foot of reclaimed water and compare to trading value of Rio Grande surface rights (currently trading at roughly $3,800/AF)

Financial Feasibility Analysis

- Develop dynamic financial models including NPV, IRR, and payback periods.
- Include sensitivity analysis based on energy prices, water demand shifts, and regulatory changes.
- Account for reduced potable water revenue and deferred water right acquisition cost in financial scenarios.
- Identify programs to support financing of CWERC construction.

Comparative Analysis

- Benchmark decentralized treatment against centralized alternatives.
- Include qualitative and quantitative assessment of lifecycle costs, system resilience, and scalability.

Market Demand and End-Use Analysis

- Identify potential off-takers for reclaimed water, compost, and energy.
- Assess viability of a localized resource distribution network to nearby parks, farms, or industrial users.

Regulatory and Permitting Assessment

Regulatory Review

- Identify all applicable federal, state (TCEQ), and local regulations related to water reuse, waste-to-energy, and composting.
- Confirm that all alternative end uses of reclaimed water are consistent with Laredo's water rights and recommend preferred alternative as appropriate

Permitting Strategy

- Outline required permits, approvals, and environmental studies.
- Provide estimated permitting timeline and regulatory touchpoints for each development phase.

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Aquaponics Feasibility

Site and Water Suitability

- Assess reclaimed water suitability for aquaponics, including nutrient and contaminant levels.
- Identify spatial requirements and potential species (e.g., tilapia, leafy greens).

Market and Operational Analysis

- Evaluate economic viability of aquaponics at CWERC scale.
- Consider regulatory requirements for water reuse in agriculture and aquaculture.

Feasibility Study Report

- Deliver a comprehensive report including all findings, analyses, and modeling outputs.
- Include GIS maps, infrastructure layouts, and financial model appendices.

Recommendations and Implementation Roadmap

- Provide clear recommendations for site selection, technology configuration, and phasing.
- Include implementation strategies for funding, permitting, community engagement, and construction planning.

- **Project Duration:** 8 months (Start May 1, 2025; Completion by December 2025).
- **Project Oversight:** A dedicated project manager will ensure coordination with City departments, NADBank, and regulatory stakeholders.
- **Project Cadence:** We propose a monthly cadence call (1 hour) to bring together the relevant project managers from the City and our team to report on progress and coordinate on deliverables.
- **Quality Assurance:** All technical outputs will undergo internal QA/QC processes and iterative review by subject matter experts.

While not explicitly required, our team recommends a limited engagement strategy to foster early buy-in. This may include:

- Community listening sessions or design charrettes.
- Stakeholder presentations with utilities, parks, and local businesses.
- Coordination with resilience-focused NGOs or academic partners involved in the Laredo Resilience Project.

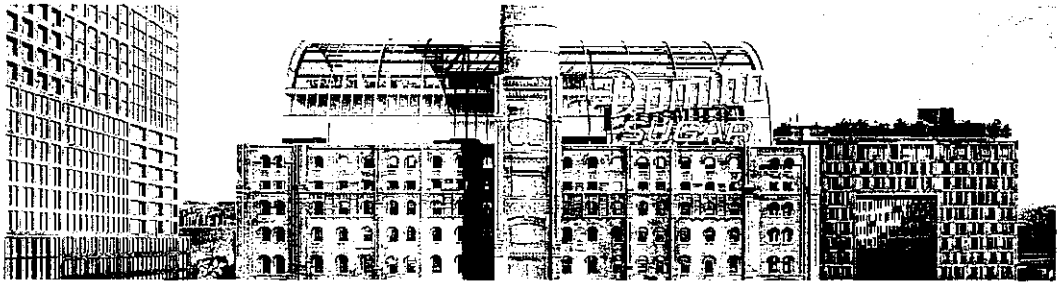
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III: Experience & References

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Domino Sugar Factory Redevelopment

BLACK GREY DESIGN BUILD OPERATE

The Domino District Non-Potable Water Reuse Project located in Brooklyn, NY, this project includes the installation of a district-scale non-potable water reuse system that treats over 400,000 gallons per day (gpd) of wastewater. The initiative reduces demand on NYC's potable water supply by up to 200,000 gallons daily and minimizes combined sewer overflows (CSOs) by sending highly treated excess water to the East River.

Challenge

The New York City Department of Environmental Protection (DEP) faces growing challenges due to population increases, climate change, and aging infrastructure. Key issues include maintaining a resilient potable water supply, mitigating the impacts of CSOs, and balancing competing water use needs such as recreation, fisheries, and flood mitigation. Combined sewer systems, which serve 60% of NYC, exacerbate waterway pollution during wet weather events.

☒ POTABLE WATER CONSTRAINTS | ☒ COMBINED SEWER OVERFLOW (CSO)

Highlights

- Wastewater will be treated and reused for toilet flushing, cooling towers, and irrigation.
- Excess treated water will be sent to the East River to reduce CSOs.
- 99% of wastewater will be diverted from the combined sewer system.
- Membrane bioreactors and ultraviolet disinfection will ensure high-quality treated water.
- The system will optimize sewer capacity, save potable water, and reduce emissions.

The Solution

The Domino District Non-Potable Water Reuse Project incorporates innovative technology to address potable water constraints and reduce CSOs.

Water Treatment:
Wastewater is collected across the 11-acre site and treated with membrane bioreactors, ultraviolet disinfection, and ozone purification to meet high-quality reuse standards.

Non-Potable Applications:
Treated water is reused for toilet flushing, cooling towers, and irrigation, significantly reducing potable water demand.

Stormwater and Excess Water Management:
The project utilizes the existing stormwater outfall to put highly treated water into the East River for streamflow improvement when this water is not directly reused within the project site. All wastewater is diverted from the stormwater system for CSO mitigation.

Regulatory Support:
The DEP supports the project with financial incentives, including grants and rate discounts, making it both environmentally and economically viable.

Toilet Flushing | Cooling Tower | Spray Irrigation | Sidewalk Maintenance | Surface Water Discharge | Drip Irrigation

5 Buildings Served

400,000 GPD Treated

200,000 GPD Reused

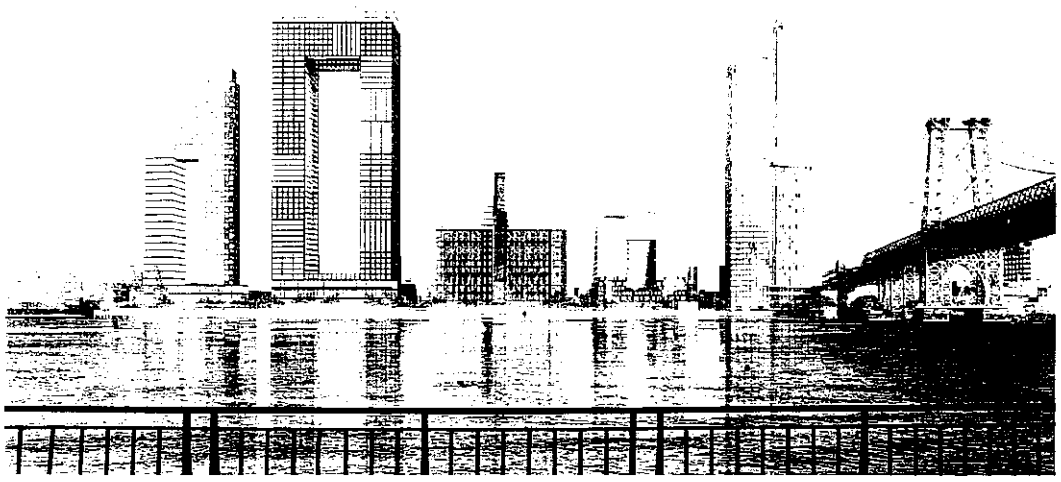
99% REDUCTION Wastewater Discharge to Combined Sewers

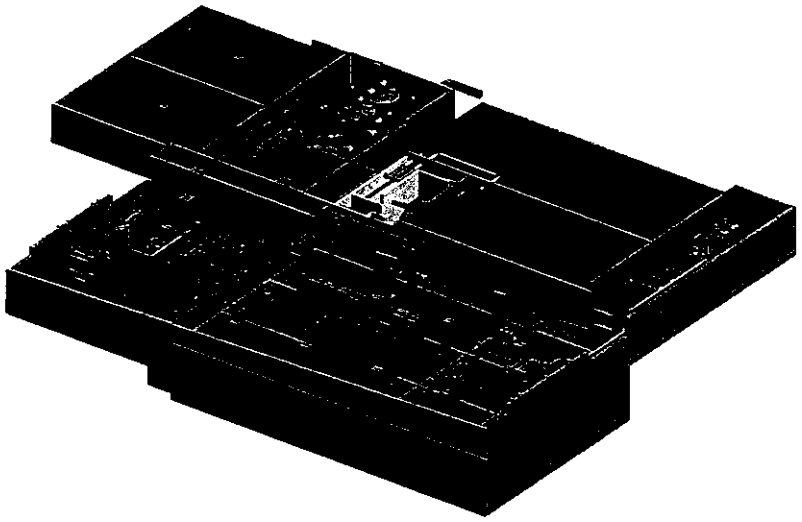
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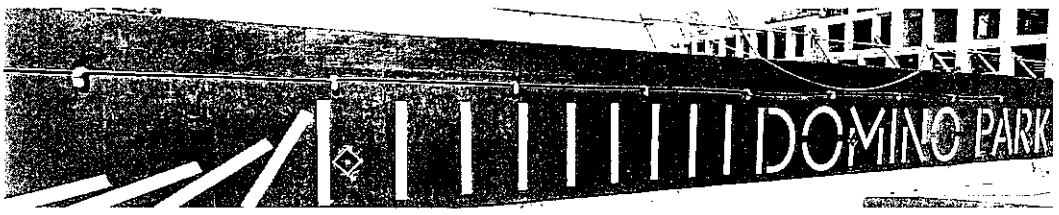
Domino Sugar Factory Redevelopment

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Achievements

Significant Potable Water Savings: Reduces potable water demand by up to 200,000 gallons per day, alleviating pressure on NYC's drinking water supply.

Optimized Sewer Infrastructure: Decreases combined sewer overflows (CSOs) during wet weather events, improving waterway quality.

Compact Design: Utilizes less than 10,000 square feet of below-ground space to house the treatment facility and associated tankage, maximizing land use effi ciency.

Regulatory Milestone: Set a precedent as the first district-scale on-site water reuse system to receive both city and state approvals for direct reuse within the buildings and a SPDES permit for excess supply to the river.

GREEN

SUSTAINABLE

scan for more

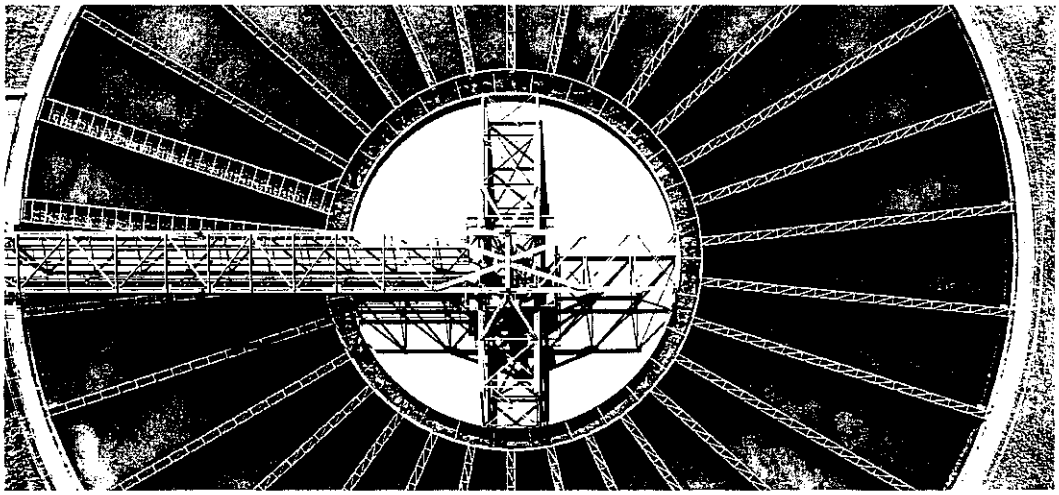
"Innovative thinking, collaboration, and perseverance between the developer and various levels of government have been critical to making projects like Domino a reality."

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Environmental Disposal Corporation

BLACK | GREY | DESIGN | BUILD | OPERATE | OWN

Environmental Disposal Corporation (EDC); a public utility located in Bedminster, providing sewage collection, treatment, and disposal services for the town. NSU was contracted to perform design/build services for the system's expansion. In addition, NSU has continually operated the system during and after the construction process.

Challenge

EDC was in need of a customized solution for an expansion to better serve the growing population of 30,000 residents, plus municipal and commercial properties. The site had physical space limitations and needed a customized solution. The facility needed to stay operational during the expansion and upgrade.

☒ REGULATORY MANDATES | ☒ SEWAGE TREATMENT CONSTRAINTS

Highlights

- Facility capacity increased 40%.
- Removed biological phosphorus and nitrogen.
- No service interruption during construction.

The Solution

NSU's customized approach allowed the facility to grow 40% from a capacity of 1.5 million gallons of wastewater treatment per day to 2.1 million gallons per day. Our methodology included the development of innovative design components to fit within the site's physical space limitations.

As customers needed to utilize their services while the expansion was underway, NSU developed procedures that allowed the existing facility to remain operational through construction completion.

Accordingly, service was never interrupted. In addition to the treatment facility, NSU manages its collection system which delivers 100% of the flow to the EDC treatment plant.

This system consists of 9 pumping stations and 30+ miles of gravity sewer mains.

NSU has maintained the operational contract since construction was completed 20+ years ago.

Surface Water Discharge

2.1 Million
Gallons Per Day Produced

30,000
Residents Served

9
Pump Stations

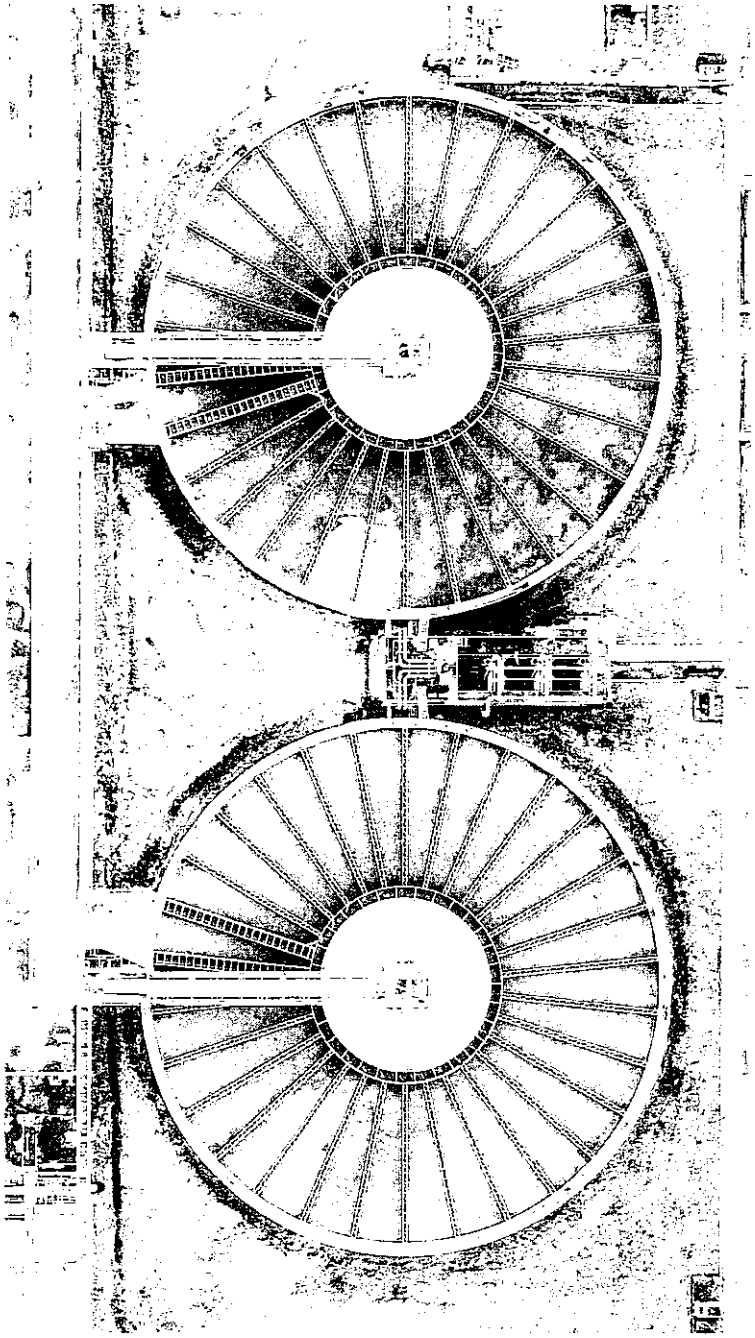
30 MILES
of Gravity Sewer Mains

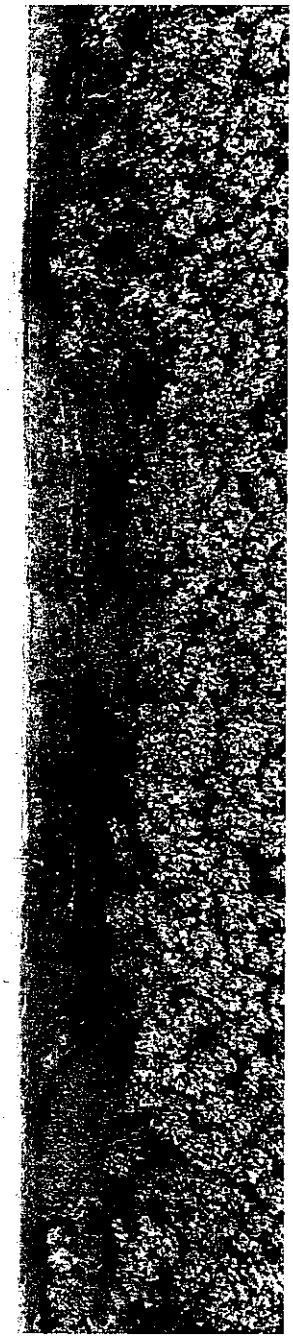
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Environmental Disposal Corporation

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Achievements

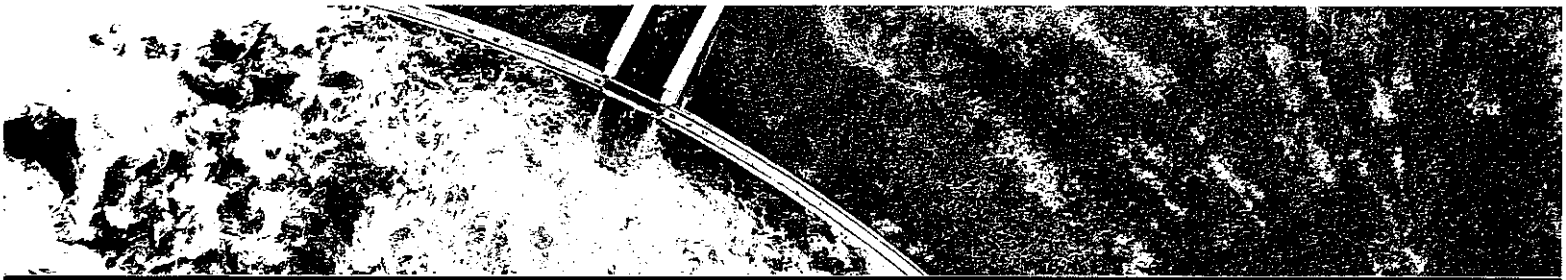
The facility utilizes industry leading, highly advanced treatment technology for nitrogen removal which meets the State's direct reuse standards.

The system also removes both biological phosphorus and nitrogen using the Bardenpho process, a multistage advanced biological treatment system.

ROI

SUSTAINABILITY

scan for more

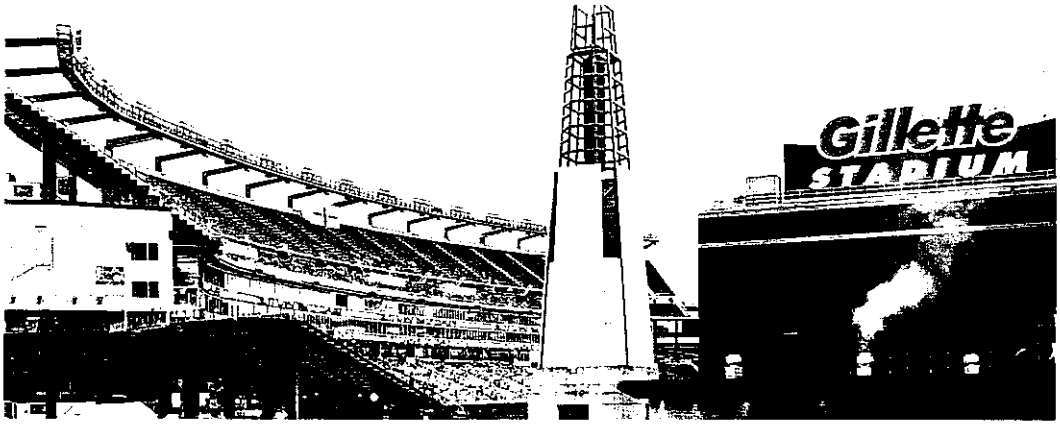


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Gillette Stadium & Patriot Place

PLAN | DESIGN | BUILD | OPERATE

NSU worked closely with the town of Foxborough, the New England Patriots, and partners to ensure that the facility exceeded the Town's requirements and was constructed within budget and on schedule. The municipality and the client cooperated in the construction of a water reuse system that resolved both problems. The system includes almost 1,000,000 gallons of tank volume to capture the wastewater flows generated by fans: a 250,000 gallons per day membrane bioreactor (MBR) treatment plant that generates water suitable for reuse; and a 500,000 gallon elevated storage tank for reclaimed water use.

Challenge

During the construction phase of the new stadium, it was discovered that the volume of water required during game day/concert usage exceeded the capabilities of the Town of Foxborough. Also, the municipal wastewater treatment facility in place would not be able to handle the excess wastewater flow. As the town and team went through the process it was clear they needed a partner to assist with managing the water reuse system, repair and maintenance, customer service, and capital planning.

☒ POTABLE WATER CONSTRAINTS	☒ SEWAGE TREATMENT CONSTRAINTS
☒ REGULATORY MANDATES	☒ COMBINED SEWER OVERFLOW (CSO)

The Solution

NSU designed, built, and currently operates the water reuse system for Gillette Stadium and Patriot Place; home of the New England Patriots Football Team. The goal was to create a sustainable and environmentally-friendly system to produce high-quality reuse water for the stadium's 68,000 fans during peak halftime flush periods without creating additional demands on the community's existing systems.

The implemented system returns high-quality treated wastewater both to the stadium and the adjacent Patriot Place. The recycled water is used for toilets, facilities cooling as well as other purposes. The system currently has the capacity to treat an average of 250,000 gallons of wastewater per day, with the potential for future expansion.

Toilet Flushing

Cooling Tower

Drip Irrigation

Spray Irrigation

20,000
Sq. Ft.

50%
Potable Water Reduction

100%
Reduction in Wastewater Discharge

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Gillette Stadium & Patriot Place

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Highlights

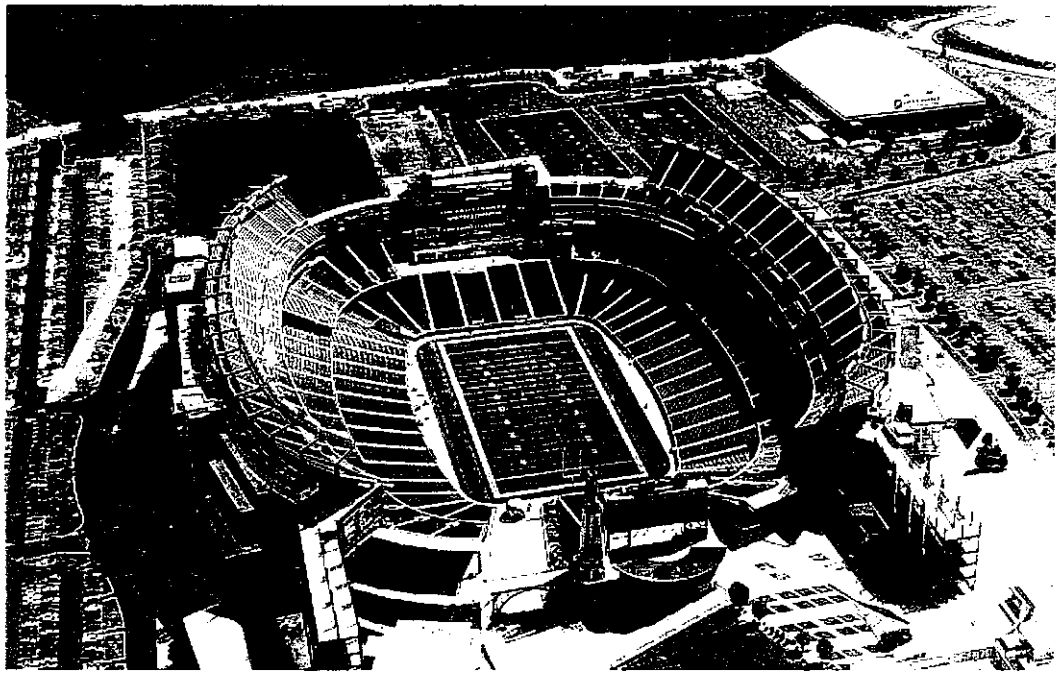
- Combined Sewer Overflow Mitigation
- All buildings receive comprehensive water reuse program rates from NYCDEP
- Membrane Bioreactors
- Ultraviolet and Ozone Disinfection

Achievements

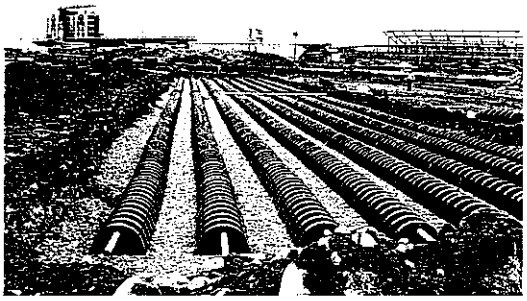
Working with an amazing team, NSU was able to fulfill all local, client, and regulatory mandates.

The stadium has been operational for two decades and not put a water strain on the local community.

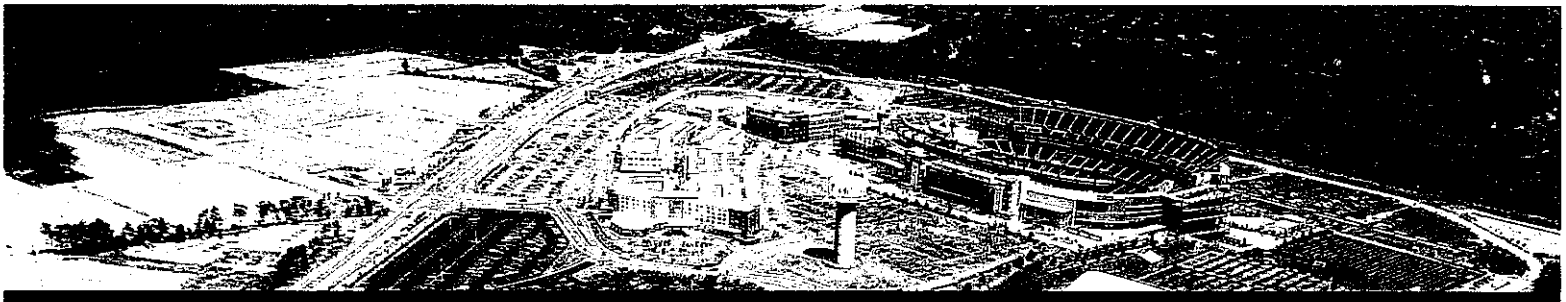
The system has become a sustainable icon for the region as it has generated a 50% reduction in potable water usage and a 50% reduction in wastewater discharge.







scan for more

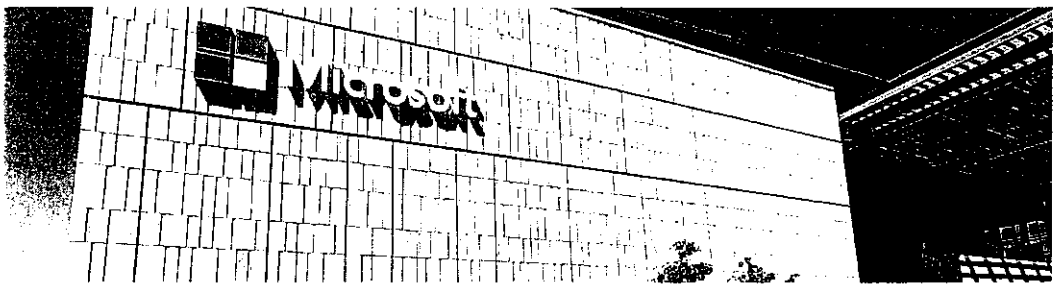


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Microsoft Campus

BLACK | GREY | RAIN | STORM | DESIGN | BUILD | OPERATE

Working with best-in-class partners we were able to fulfill Microsoft's desires to create its smartest and greenest office yet by developing a world class water management system for their Silicon Valley campus. Through innovation, collaboration and expertise we were able to create a one of a kind solution to fit their vision.

Challenge

As an environmentally concerned organization, Microsoft was seeking a strategic partner to help them create a world-class water system and surpass anything seen before in Silicon Valley. With Silicon Valley's innovation spirit in mind, they had the goal of becoming the first tech campus to achieve net zero water certification. The challenge was to create a sustainable solution for the 2000+ employees, 15 acre campus and 643,000 square feet of office space.

☒ POTABLE WATER CONSTRAINTS	☒ SEWAGE TREATMENT CONSTRAINTS
☒ REGULATORY MANDATES	☒ COMBINED SEWER OVERFLOW (CSO)

Highlights

- Water will be collected, filtered and stored for reuse throughout the year.
- Rainwater will be harvested and used for campus landscape.
- Treated wastewater from campus kitchens and bathrooms will be reused for irrigation and toilets on campus.
- Stormwater will be retained on the living roof and collected from paved areas.

The Solution

To achieve Microsoft's ambitious goals, Natural Systems Utilities design team had to think outside the box and create a custom solution that fulfilled the clients water needs and met its sustainability desires.

Working with partners we were able to reimagine water and implemented a water reuse system (hybrid wetland/ membrane bioreactor) that integrated with the rain water and stormwater systems seamlessly.

The system is capable treating 50,000 gallons per day to serve Microsoft, Xbox, PowerPoint, Outlook.com and other campus employees.

Toilet Flushing | Cooling Tower | Spray Irrigation

acres
15
Acre Campus

ZERO ENERGY CERTIFICATION
2023
Status Achieved

100%
100% of the buildings' non-drinking water will come from rainfall or on-site recycled water.

Microsoft Campus

natural systems utilities

part of saur mission water

BLACK | GREY | RAIN | STORM | DESIGN | BUILD | OPERATE





Achievements

Beyond drinking fountains and sinks, not a drop of water for more than 2,000 employees, 15 acres of landscape, and 643,000 square feet of built space will come from municipal sources.

GREEN

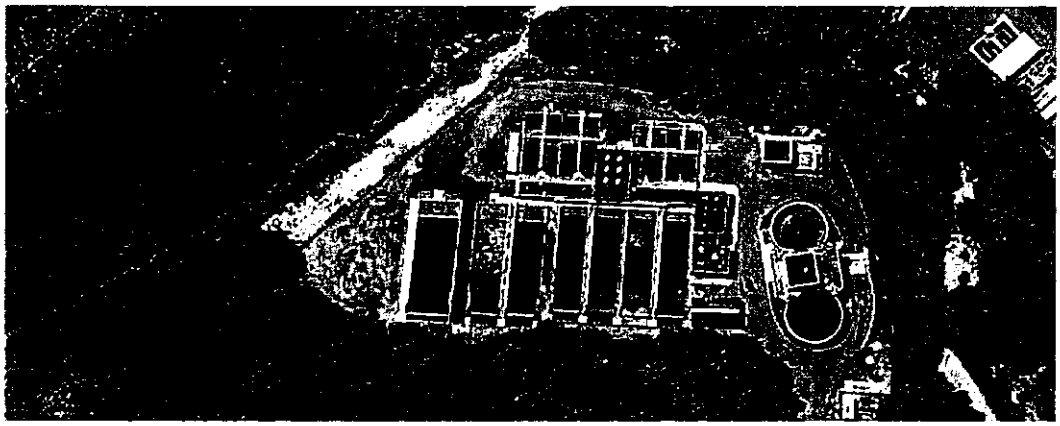
SUSTAINABILITY

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"Many buildings start with a design concept and work backwards to mitigate harm to the local ecosystem and natural resources. Our design started with a different goal in mind – could we design a building that was actually beneficial and restorative to the local ecosystem? We think we've achieved just that."

natural systems utilities

part of saur mission water



Town of Philipsburg

BUILD | OPERATE

NSU was awarded the long-term operational contract for the Town of Philipsburg and its 28,000 residents. The partnership with the Town was to operate the existing 3.5 Million Gallons Per Day (MGD) system, consult and operate the expansion to a 4.3 (MGD) system. NSU is responsible for the overall operations of all the facilities which include: management support services, maintenance and repairs, sludge management and disposal, and wastewater analysis required by the Authority's NJDEP permits.

Challenge

The Town of Phillipsburg saw the challenge of serving its approximately 28,000 residents in the Town of Phillipsburg, the Borough of Bloomsbury, and the Townships of Alpha, Greenwich, Lopatcong, and Pohatcong today and anticipating the needs going forward. They needed to find a partner that could operate the existing systems, consult on improvements and operate the systems as they scaled to fit community needs.

☒ **REGULATORY MANDATES**

Highlights

- Long Term Operations Contract
- Adapted existing staff into the operations plan
- Expanded from 3.5 MGD to 4.3 MGD

Highlights

NSU was able to provide a team of experienced operators to meet the clients, community, and regulatory needs. NSU has executed with a focus on providing unparalleled system reliability and reducing operational costs.

With our experience, we have been able to seamlessly take over operations of all systems the town utilizes including an Intermittent Cycle Extended Aeration System (ICEAS) modified sequencing batch reactor (SBR) system, which operates as somewhat of a hybrid SBR and extended aeration plant.

One of the unique features is that the system does not require control of the influent flow and therefore does not require separate fill cycles.

4.3
Million Gallons Per Day

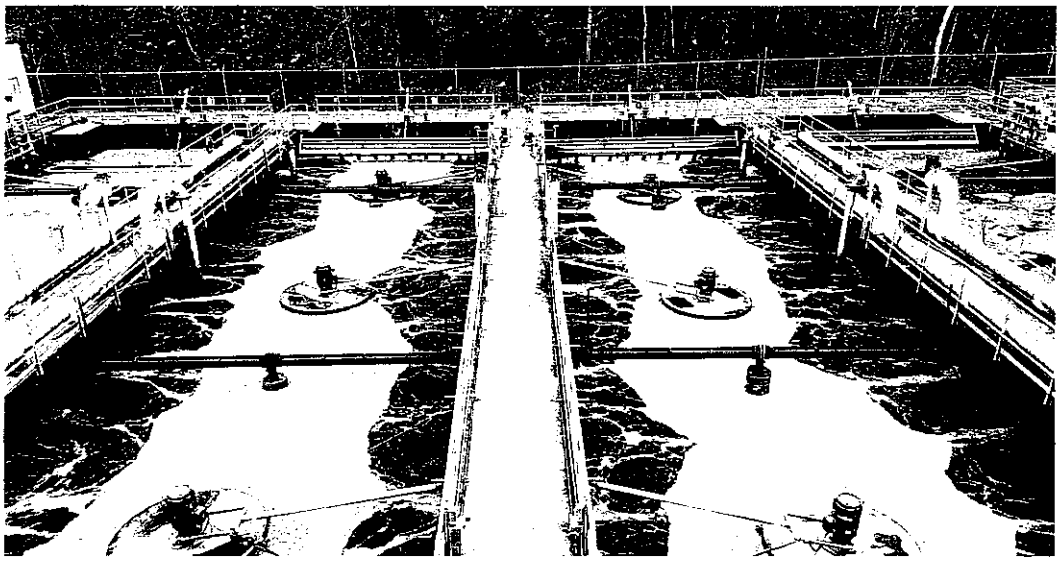
28,000
Residents Served

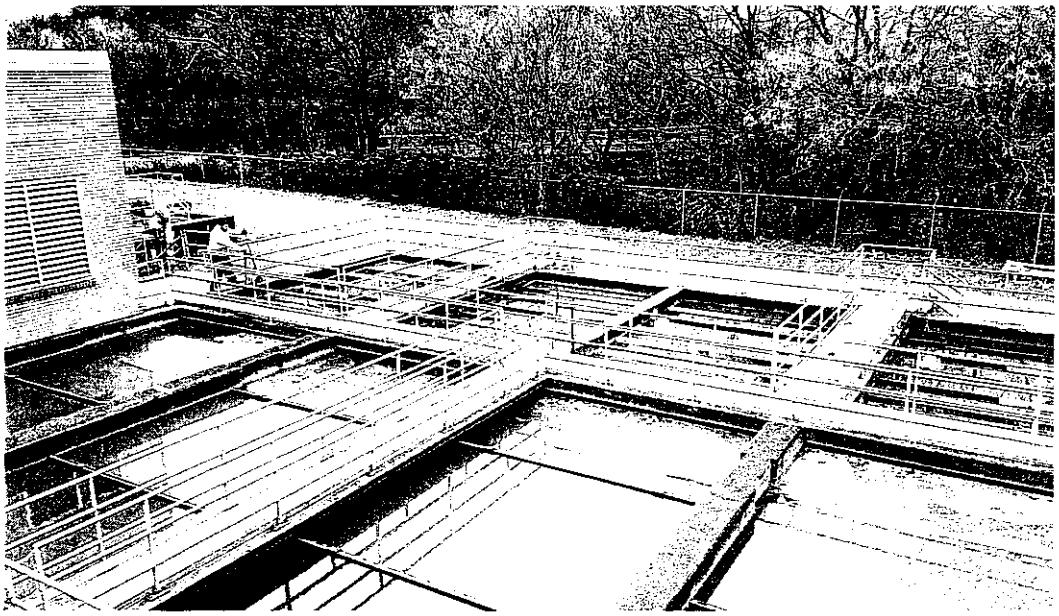
$200,000/yr
in Operational Savings

Town of Philipsburg

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Achievements

Working with the Town, NSU provided recommendations for capital improvements with a goal to optimize operations and reduce cost while providing safe reliable operations. In the end, NSU was able to retain existing staff and bring on additional labor from within the community.

NSU has achieved approximately $200,000/yr in operations savings since taking over as the lead operator.

ROI

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Battery Park

BLACK | GREY | RAIN | STORM | DESIGN | BUILD | OPERATE | OWN

Natural Systems Utilities (NSU) designed, built, and currently operates the wastewater and rainwater recycling systems within six Battery Park City Buildings. These systems have consistently achieved greater than 50% water consumption reduction and a greater than 60% reduction in wastewater discharge (compared to similar residential buildings in NYC). These water and wastewater savings are the direct result of wastewater reuse and water conservation. Battery Park City has been developed as a model for scaling water conservation and reuse projects in urban redevelopment and campus-scale settings.

Challenge

Battery Park City (New York) is a 92-acre redevelopment under the Battery Park City Authority (BPCA) of New York City. To achieve sustainability goals, they required innovative water system solutions. BPCA's mission included advanced water reuse objectives, exceeding LEED requirements. Together, we sought creative solutions, updated regulations, and met groundbreaking environmental impact goals.

☒ POTABLE WATER CONSTRAINTS	☒ SEWAGE TREATMENT CONSTRAINTS
☒ REGULATORY MANDATES	☒ COMBINED SEWER OVERFLOW (CSO)

1ST IN-BUILDING RESIDENTIAL HIGH-RISE WATER REUSE SYSTEM IN US

The Solution

NSU and BPCA worked together to develop six residential water reuse systems in Battery Park City which service eight buildings: The Solaire, Tribeca Green, Millennium Tower, The Visionaire, Riverhouse, Liberty Luxe, Liberty View, and The Verdesian.

Systems include treatment with hollow fiber micro-filtration membranes, ultraviolet light disinfection, and biological nitrogen removal to comply with New York City Department of Buildings' direct water reuse standards. The total design flow for these systems is 165,000 gallons per day.

The first project in NYC to incorporate wastewater reuse was the Solaire Building, which began operation in 2003 The treated water is reused for flushing toilets in the 293- unit apartment building, cooling tower make-up, and green roof irrigation.

Toilet Flushing | Laundry | Cooling Tower

Spray Irrigation | Drip Irrigation | Sidewalk Maintenance

55%
Potable Water Reduction

65%
Reduction in Wastewater Discharge

165,000
Gallons Per Day Produced

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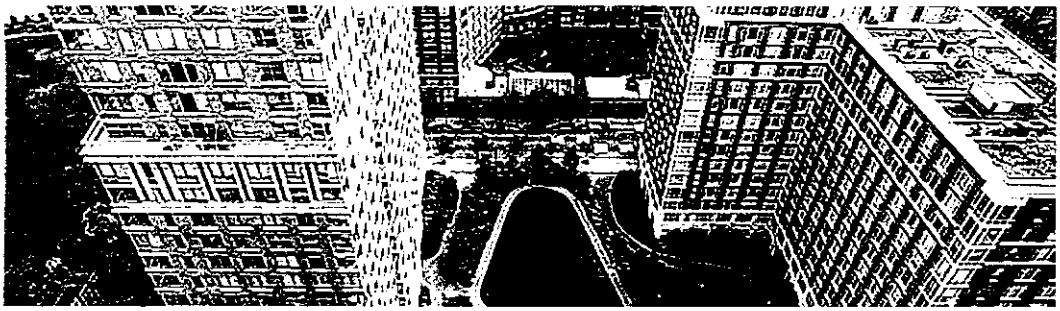
Battery Park

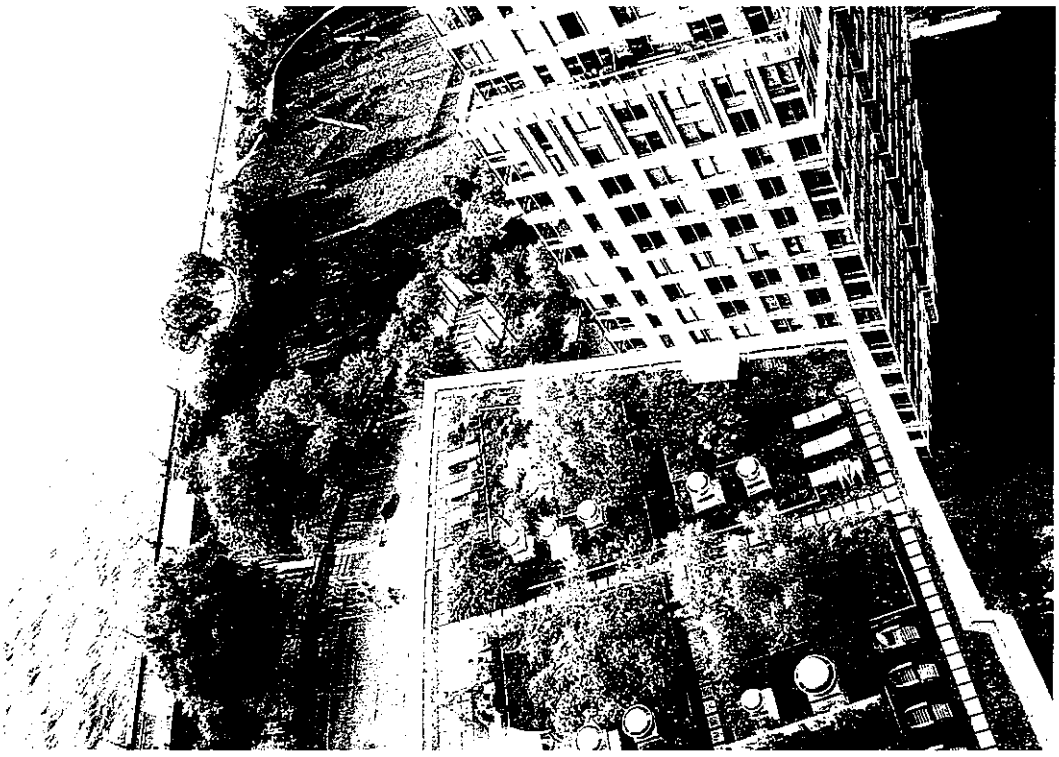
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Highlights

- Combined Sewer Overflow Mitigation
- All buildings receive comprehensive water reuse program rates from NYCDEP
- Membrane Bioreactors
- Ultraviolet and Ozone Disinfection





Achievements

These systems have consistently achieved greater than 55% water consumption reduction and a greater than 65% reduction in wastewater discharge (compared to similar base residential buildings in NYC).

These water and wastewater savings are the direct result of wastewater reuse and water conservation. Battery Park City has been developed as a model for scaling water conservation and reuse projects in urban redevelopment and campus-scale settings.

scan for more

"This was a very important partnership for us. They not only implemented the plant for us but they maintained it, they monitored the water and made sure it was ran efficiently."

Adaptive Water

Chaired the task force guiding development of Austin's 100-year water plan, which includes Aquifer Storage and Recovery, Indirect Potable Reuse and Non-potable Direct Reuse through centralized purple pipe and decentralized onsite water reclamation systems. Worked closely with Austin's City Council Offices and City Manager's Office to incorporate onsite blackwater reuse into a Design-Build contract for the city's Permitting and Development Center, which ultimately became **OSCAR and CLARA,** the building's condensate, rainwater and blackwater reuse facilities. This was the first blackwater reuse facility permitted by Austin Water. Supported the Mayor's Office and Austin Water staff in developing a suite of programs that became "**Go Purple**," which leverages ratepayer charges and development fees to support accelerated expansion of Austin's purple pipe network. Coordinated closely with nonprofit organizations and City Council offices to enable ordinances requiring onsite non-potable reuse for most new developments over 250,000 sq-ft starting in 2023.

Collaborated with a local engineering team to develop cost and yield analyses for a suite of supply alternatives to replace utility groundwater wells critically impairing Jacob's Well, a spring of cultural, environmental and economic significance in Wimberley, Texas. Guided selection of utility water supply alternatives to evaluate through engagement with a local nonprofit and elected officials from the county and affected townships and cities. Involved seeking consensus with hydrogeologists, groundwater managers and elected officials to select alternative water supply solutions and evaluate specific locations for infrastructure to achieve ecological restoration goals at a cost that could be supported by local utility ratepayers. Facilitated the county's application for funding from the State Revolving Fund for appurtenant infrastructure.

Advised corporate and non-governmental stakeholders on potential to restore flow on a highly degraded segment of the Pecos River using treated produced water, a form of wastewater associated with oil and gas wells that requires high levels of treatment to remove manmade and natural constituents of concern as well as high concentrations of salt. This project required engagement with diverse stakeholders to understand technical limits and capabilities to achieve water quality parameters suitable for direct discharge into an aquatic environment and the permitting tools that could ensure proper custody of water from treatment train to discharge to downstream offtake. Stakeholders engaged in the process included state regulators, oil and gas operators, midstream water companies, irrigation districts, private landowners and environmental nonprofits.

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Stood up a service company to deliver Point of Use (POU) water services to low-income households in border communities. Raised seed financing to launch the company in a colonia in Eastern El Paso County, where it still operates. Prior to launch, oversaw service design, pricing and the development of operating procedures for the company. As a result of the capacity we helped **Vida Water** to develop in-house, its expertise on delivering and maintaining POU technology to underserved households has been sought after by Technical Assistance providers supporting small and rural community water systems across Texas, including the High Plains and the Big Bend. This work includes supporting teams to navigate permitting compliance discussions with the Texas Commission on Environmental Quality for POU to achieve drinking water regulatory limits for constituents such as arsenic, lead and radionuclides.

Oversaw the development and implementation of a 10-year Water Replenishment Agreement with PepsiCo to meet 100% of their water offsets in East Texas through the purchase and delivery of water for bay and estuary inflows into Galveston Bay. Had responsibility for securing firm water from a local wholesale supplier and brokering offtake agreements with private and public landowners to deliver that water for environmental flows to support aquatic and avian species of conservation priority. Was responsible for attaining PepsiCo's annual water replenishment goal of 2,000 acre-feet per year through permissible uses as governed by the Texas Water Code and the wholesale supplier's surface water permits. In cooperation with Galveston Bay Foundation, delivered the full apportionment of water in each year of the contract, **enhancing habitat health for over 2,500 acres of managed wetlands in the East Galveston Bay watershed**, to the benefit of the many migratory species that make the area a world-famous birding destination.

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Technical Expertise

- Design, Construction & Operations of onsite (decentralized) water treatment and reuse systems
- Water/Energy nexus & integrated infrastructure approaches
- Water resource management
- Wastewater management planning
- Sustainability initiatives
- Public speaking, Guest Lecturing & Training

Education

- MS, Civil and Environmental Engineering, Rutgers University, New Brunswick, NJ, 2006
- BS, Bioresource Engineering, Rutgers University, New Brunswick, NJ, 2003

Professional Affiliations

- US Green Building Council (NJ Chapter Board of Directors, Past Vice Chair)
- Board of Directors, Past Vice Chair
- Speakers Bureau
- WateReuse Association
- Association for the Advancement of Sustainability in Higher Education (AASHE)

Licenses/Registrations

- Professional Engineer (NJ & NY)
- LEEDTM Accredited Professional Operations & Maintenance
- BPI Certified Professional

Years of Experience

- With Natural Systems Utilities: 21
- Industry: 24

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Zach F. Gallagher, P.E., LEED AP

As CEO for Natural Systems Utilities (NSU) Mr. Gallagher focuses on complete, integrated infrastructure approaches that combine water and energy with a concentration on handling the systems integration aspects and overall functionality. He is tasked with the day-to-day management of business operations as well as client & project management; business development, technology development & design; and staff management & supervision.

With over 20 years of experience in the industry, Mr. Gallagher is seen as an expert in the field. He has had numerous articles/papers published and serves as a Guest Lecturer at Rutgers, Columbia, Cornell, and other major universities. He was the Principal Investigator for a two-year NYSERDA grant focused on the energy consumption and overall optimization for ONWS and directed the MacDonald Island ONWS project in Alberta, Canada including system training for the local operations staff.

Representative Projects

MacDonald Island

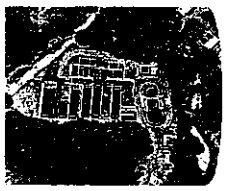
Alberta Canada Project Manager



As Project Director for this integrated energy and water recovery project, Mr. Gallagher managed the design and construction of an onsite water reuse and heat recovery system which reduced water consumption on the island by 30%, reduced wastewater flow to centralized facilities by nearly 100% and reduced capital expenses by $3 million while recovering 240kW of energy from the reclaimed water.

Town of Phillipsburg

New Jersey Project Executive



This facility serves approximately 28,000 residents in the Town of Phillipsburg, the Borough of Bloomsbury, and the Townships of Alpha, Greenwich, Lopatcong, and Pohatcong. In providing the facility's operations, NSU was challenged with adapting the facility's existing staff into the operations plan. Mr. Gallagher provided oversite to the project that has resulted in $200k annual savings for the town.

Environmental Disposal Corporation

Bedminster, New Jersey Project Executive

This public utility located in Bedminster, providing sewage collection, treatment, and disposal services for the town needed a customized solution for an expansion to better serve the growing population of 30,000 residents, plus municipal and commercial properties.

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Zach F. Gallagher, P.E., LEED AP

Gillette Stadium & Patriot Place

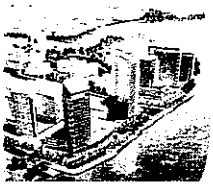
Foxborough, Massachusetts Project Executive



The largest water reuse facility in Massachusetts was established to meet water usage demands from the NFL Stadium and address limited local capacity. Mr. Gallagher, as the Project Executive, oversaw the final design and construction of the project. The system implemented returns high-quality treated wastewater to both the stadium and the adjacent Patriot Place. This recycled water serves various purposes, including toilets, facility cooling, and more.

Hallets Point

New York, New York Project Lead



22 story mixed-use residential building that contains 400 residential units with a 25,000 square foot commercial space. Mr. Gallagher was the Project Executive for this contract that called for NSU to design, procure, furnish, manage construction, and operate a complete 50,000 gallon per day water treatment and reuse system.

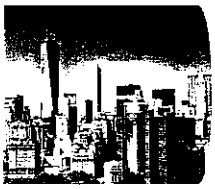
Sonoma Raceway

California Project Executive

Built in 1968, Sonoma Raceway is a self-contained facility with its own water production, water treatment, water storage, water booster pumps, and a water distribution pipeline system. Mr. Gallagher led this project focused on process optimization, operational improvements, system performance improvements.

Battery Park City

New York, New York Project Lead



A series of green residential high-rise buildings located in Lower Manhattan's designated green zone. Gallagher managed this project which received a grant from NYSERDA to conduct research on the energy consumption and overall optimization of the onsite water reuse system.

Related Companies

New York, New York Project Lead

Managed water audits on over 40 high-rise residential apartment buildings in New York City for Related Management to identify opportunities for water/ wastewater savings that will translate into financial savings. Initial opportunities identified resulted in a ROI of less than a few months.

Carvel Property Development

Pine Plains, New York Sustainability Team Leader

Worked with the Durst Organization to implement measures that reduce the environmental impacts of existing site operations and enhance the ecological characteristics of the proposed second-home, golf-course community, which will serve as the base for the project's long-term sustainability vision.

MBR Treatment Systems Design & Start-Up

New York & Massachusetts Project Manager

Design, permitting, submittal review and start-up for various membrane bioreactor (MBR) treatment systems (30,000 - 250,000 gallon per day systems) including the Solaire in Battery Park City, NY and upgrades to the New England Patriot's Gillette Stadium MBR treatment and recycling system in Foxboro, MA.

Wastewater Management Planning

Mansfield Township, New Jersey Primary Author

Lead the preparation of the first adopted comprehensive Wastewater Management Plan (WMP) under the NJ Highlands rules and managed various other WMP amendments and revisions.

Papers

(2021)

Systems and Methods for Recovering Energy from Wastewater
Patent # No US9719704B2

Author Project Executive for NSU

(2021)

Online Biological Monitoring in Decentralized Non-potable Water Systems

Author Inventor Project Executive

Presentations

(2011-Present)

Water Reuse Systems & Integrated Water Resource Management
Columbia University, Rutgers, University, Cornell, NJIT & Other Major US Institutions

Annual Guest Lecturer

(2017)

Water Resource Management: Moving Toward Net Zero Energy Onsite Water Reuse & Decentralized Water Reuse Focused on the Water-Energy Nexus
Smart & Sustainable Campuses, AASHE, American Water Summit, Sustainable Silicon Valley & Other Conferences

Technical Speaker

(2016)

Disruptive Tech: Beyond Net Zero Energy Onsite Water Reuse
WateReuse Association Annual Symposium, AASHE & Other Conferences

Technical Speaker

(2014)

Integrated Water Resource Management in the Mid-Atlantic and North East
CWEA and CSAWWA Water Reuse Seminar, Edgewater MD

Technical Speaker

(2013)

Water Management 2: The Outside Drip
Somerset County Business Partnership: Green Tourism & Hospitality Conference, Somerset NJ, Session 3B,

Technical Speaker

(2013)

In-Building Decentralized Water Reuse & Cooling System Integration
WateReuse Association, On-Site Water Reuse Webinar

Technical Speaker **Attendee**

(2011-2015)

Water Reuse Systems and Integrated Water Resource Management
USGBC Course ID 0090007414 - Multiple courses provided

Technical Speaker

(2012)

Water Reuse & Energy Optimization: A LEED Interactive Session
Greenbuild 2012, San Francisco

Technical Speaker

(2012)

Central Corridor EcoDistrict: Integrated Water Resource Management
San Francisco Planning/PUC, San Francisco

Guest Speaker

(2011)

Bridging Design, Implementation & Ownership: Blackwater Treatment at The Helena
AIA/ASHRAE Integration Series

Technical Speaker **Panelist**

(2010)

Sustainability & Water: The Global & Local Picture
New Jersey Environment Federation 24th Annual Conference

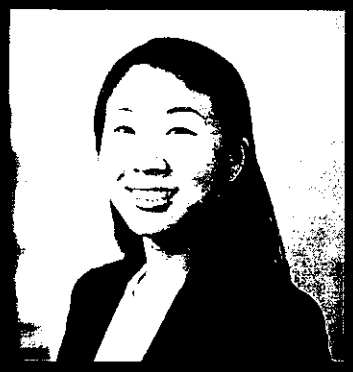
Technical Speaker

Publications

(2017)
Design, Build, Operate: The Value of Being the 'All-In-One' Company.
Forbes publication

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Technical Expertise

- Engineering
- Project Management
- Water Reuse
- Design/Build/Construction Management

Education

- BS, Environmental Engineering, Massachusetts Institute of Technology, 2002
- MEng, Environmental Engineering, Massachusetts Institute of Technology, 2003

Professional Affiliations

- New York Water Environment Association, Asset Management Technical Committee Member
- Water Environment Federation
- Institute of Sustainable Infrastructure, Technical Committee Liaison Subcommittee Chair, 2013-2014

Licenses / Registrations

- PE, State of New York
- LEED Accredited Professional

Years of Experience

- Natural Systems Utilities: 4
- Industry: 22

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Nancy Choi, PE, LEED AP

Nancy Choi is Vice President of Engineering with Natural Systems Utilities (NSU) where she plans, directs, coordinates, and oversees all engineering department activities. She ensures the development and implementation of efficient operations and cost-effective systems. She is a licensed Professional Engineer and a LEED Accredited Professional holding BS and Meng degrees from the Massachusetts Institute of Technology in Environmental Engineering.

Prior to joining NSU, Nancy worked on numerous multidisciplinary projects worldwide, focused on a holistic approach to integrating all aspects of the urban water cycle Nancy's commitment to a project's success includes strong communication and coordination skills both internally and externally to find the best solutions.

Representative Projects

Domino District

Brooklyn, New York Project Director



Project Director for the first district water reuse plant in New York City. Nancy is managing the design and construction of a water reuse and heat recovery system with a design capacity of 410,000gpd that will collect wastewater from multiple buildings and provide non-potable water for flushing, cooling tower make up and irrigation.

Bay View Blackwater System

Mountain View, California Project Director

Project Director for the construction of an onsite wastewater treatment plant with a capacity of 85,000gpd to meet State standards for non-potable reuse. Wastewater will be treated through a moving bed bioreactor (MBBR) process followed by polishing through a horizontal flow subsurface treatment wetland.

Commercial Property

Green Earth Village

Ontario, Canada Lead Wastewater Technical Advisor

Lead wastewater technical advisor to support the development Green Earth Village Secondary Plan. Nancy was responsible for a waste water treatment technology solutions analysis for the proposed Lake Simcoe Water Reclamation Centre which is projected to treat up to 40 MLD. The Reclamation Centre is proposed to be sited close to residential areas and as such a best practice guide on design factors for proximity to residential areas was developed for the client.

South Water Front

Portland, Oregon Lead Wastewater Engineer

Lead wastewater engineer to develop concept sewerage and recycled water strategies for a feasibility assessment of the development, ownership and operation of district infrastructure systems. Included treatment plant technology assessment and water demand estimations incorporating various conservation, efficiency and reuse strategies.

St. Elizabeth's Campus East
Washington, DC Wastewater Engineering Consultant

Wastewater Engineering Consultant for a technical and financial feasibility study to determine the viability of options for stormwater management, water reuse and centralized district energy for the proposed St Elizabeths East Campus development. Determined the viability of reducing municipal water demand through rainwater harvesting, blackwater reuse and graywater reuse.

BMX Masterplan
São Paulo, Brazil Technical Review Consultant

Technical Review Consultant for Odebrecht on a 20- acre mixed-use redevelopment project of a former BMX industrial site adjacent to the Rio Pinheiros. The project aims to set the standard for sustainable developments in both Sao Paolo and Brazil. Nancy provided review of conceptual strategies for water supply and wastewater treatment.

Langfang IDP Master Plan
Langfang, China Project Engineer

Project Engineer supporting Kohn Pederson Fox (KPF) Associates in the development of Langfang IDP (International Intelligent Industry Demonstration Park) master plan which will serve as the business district and home to 325,000 people in the emerging metropolis situated between Beijing and Tianjin in the West Changsha Pioneer Zone in Hunan Province. Responsibilities included developing a responsible water management plan in a region undergoing both severe drought and unprecedented population growth. Strategies include selection of applicable water reuse strategies, stormwater infiltration basins and deep well injection to replenish the depleting aquifer.

Yongsan International Business District Masterplan
Seoul, Korea Project Engineer

Project Engineer for a 180-acre masterplan in the heart of Seoul teamed with Studio Daniel Libeskind. Responsibilities included analyzing three different strategies of wastewater treatment and reclaimed water: building systems, block-level systems and a central plant for the IBD.

Xochimilco Ecological Park
Mexico City, Mexico Design Engineer

Design engineer for a sustainable masterplan for an aquarium and park in the Xochimilco UNESCO World Heritage site. The project includes ecological restoration of a 300-acre functional floodplain of the Rio San Buenaventura as well as treatment of municipal wastewater and stormwater using a lagoon and wetland system integrated into the 100 year floodplain. Nancy assisted in the layout and design of the constructed wetlands system for waste water treatment.

Education

Vietnam German University
Binh Duong, Vietnam Lead Civil Engineer

Design of a new university campus in Vietnam covering a total land area of 505,000m2. The development consists of administration building, alumni centre, student dormitories, staff accommodation, library, food courts, science and exhibition park, laboratories, engineering, biotechnology, natural sciences, academic village, academic buildings and sports facilities. Nancy was the lead civil engineer in charge of schematic design of grading, earthworks, storm drainage, sanitary sewers, potable and non-potable water distribution, water storage and wastewater treatment. We included the use of multiple sustainable drainage systems including ponds, swales and storm water recycling.

University of Texas at Brownsville Master Plan
Brownsville, Texas Lead Civil Engineer

Design in the development of a master plan for a new campus expansion for 20,000 students in Brownsville, TX. The university aspires to be an environmental laboratory for the local region. Nancy was responsible for developing a water management strategy that strives to achieve Net-Zero water or water neutrality which responds to the water scarcity issues the city may encounter in the future.

Lawrence Berkeley National Laboratories Future Scientific Facility
Berkeley, California Lead Civil Engineer

Lead civil engineer for a pre-concept feasibility study of the Future Scientific Facility (FSF) for LBNL. Developed strategies for storm drainage, foundation and drainage design, earthworks, and required surveys and ground investigations. The FSF includes an underground structure to house scientific equipment, industrial support buildings, an experimental hall, and laboratory/office space.

Cornell University, New Physics Laboratory and Cryogenic Plant Feasibility Study
Ithaca, New York Project Engineer

Project Engineer of a project definition design study for a new proposed extension to the Wilson Physics Laboratory. Proposal seeks NSF Grant funding for new buildings and tunnel to be built for the new linear accelerator and for high level electron physics research work. Arup services include structural, MEP, civil engineering, acoustics & vibration, construction cost estimation, as well as sub consultants for geotechnics and architecture. Responsibilities include project management duties and design team management.

Government

Union Point Master Plan
Weymouth, Massachusetts Lead Water Engineer

Responsible for the development of an integrated water management plan which proposed conservation measures, efficient technologies and alternative supplies to reduce the potable water demand of the future development.

Developed a performance specification for an onsite wastewater treatment and reuse plant and led the selection of a Design-Build-Operator provider for the plant.

New York Rising Community Reconstruction Program
Island, New York Lead Water Engineer

Nancy's responsibilities included discussing potential solutions with the Seaford-Wantagh Planning Committee, facilitating meetings with the Seaford-Wantagh community, collating, reporting and presenting technical analyses.

Nancy also oversaw the analysis of the potential infrastructure solutions for all five communities.

King Abdullah City of Science and Technology (KACST) Grand Technology Park
Taif, Saudi Arabia Lead Water Engineer

The new technology city in Taif that encompasses a study area of 100 km2 (including 10 km2 for the KACST Technology Park), a new international airport, rail station and dryport. The city is the first of 11 new technology parks as part of the KSA national science and technology program to adapt and shift their domestic economy.

Responsible for the design of water and wastewater infrastructure and oversaw the hydrology and flood risk assessment of wadi channels and flows through six catchments with a combined area of 5,300km2.

NYS 2100 Commission
New York Project Manager

Project Manager for the Land Use Sub-committee portion of the report where Arup received a grant from Rockefeller Foundation to assist them in supporting the work of the NYS 2100 Commission. The Commission report was produced in about one month from the input of 30 Commissioners, organized into five sub-committees.

The Commission was focused on providing long-term solutions to the State's infrastructure problems and used a decision-making framework that prioritized building resilience in all systems.

US Embassy
London, England, UK Project Engineer

Project Engineer for the design of the new US Embassy at Nine Elms in West London adjacent to the Thames River with Kieran Timberlake and Olin.

The design includes onsite reclamation, treatment and reuse of building wastewater. As part of the high performance sustainability objectives of the project, the system was designed to treat all wastewater generated in the building and reuse for toilet flushing and cooling.

New York City Department of Environmental Protection
New York, New York Project Engineer

Engineer for the update to the NYC Demand Study. Developed preliminary estimates of total solid loadings for the City of New York based on new population projections and water demands.

Framework and Neighborhood Planning
Cedar Rapids, Iowa Engineer

In June 2008, the Cedar River overflowed beyond the 500- year flood plain and damaged or destroyed more than 7,000 homes, hundreds of businesses, community facilities and infrastructure over 10-square-miles (14% of the city). A

rup developed a baseline of the City's sustainability performance pre-flood and implementation plan of practical, actionable strategies to guide integration of sustainability goals and target reinvestment and recovery effort in flood affected areas and city-wide. Nancy developed the baseline as related to water and stormwater

Residential

NYCHA Red Hook Houses
Brooklyn, New York Project Engineer

Project Engineer for the civil/site design supporting Kohn Pederson Fox (KPF) Associates for the redevelopment of 33 public housing buildings in Red Hook, NY, which were severely impacted by Hurricane Sandy. Civil/site design includes evaluating multiple options for green infrastructure, assessing different types of flood protection strategies to be integrated with the site landscape and buildings, and developing a 3D model of existing and proposed on-site utilities to accommodate distribution from two new district energy plants.

New Stapleton Waterfront Phase 2 and 3
Staten Island, New York Prime Consultant

As Prime Consultant, is responsible to design supporting infrastructure such as roadways, water and sewer (trunk) mains and utility relocations, and resilient waterfront improvements along the Stapleton waterfront, including public space. Initial Phase 1 efforts are underway (by others) and Arup is responsible for the Phase 2 and 3 improvements. This is key to support affordable housing development in the area. Nancy is a Project Engineer for the water and sewer design in the roadways and the waterfront park.

Confidential Residential Resilience Project
Greenwich, Connecticut Project Manager

Project Manager supporting the design and construction of various resilience measures for a private residence. Implementation measures include reconstruction of sea wall, installation of demountable flood logs and panels, construction of berm, foundation waterproofing, and conduit sealing.

Hunter's Point South Phase 2
Long Island, New York Lead Civil Engineer

15-acre residential development and waterfront park at Hunters Point in Queens, NY. Nancy is the Lead Civil Engineer for the design of a 5-acre waterfront park as well as a technical reviewer of the design of the water and sewer infrastructure for the new development. Nancy is also providing technical support during the construction phase with submittal and shop drawing reviews.

BSD City Master Plan
Jakarta, Indonesia Project Engineer

Project Engineer supporting Kohn Pederson Fox (KPF) Associates in the development of a 2,100ha mixed-use sustainable development, Bumi Serpong Damai (BSD) West. BSD City is Jakarta's largest exurban development – a total of 6,000 hectares. Responsibilities include developing a water and wastewater management plan for several districts within BSD West.

Resources And Waste

Rialto Water Public Private Partnership Due Diligence
Rialto, California Lead Wastewater Technical Advisor

Lead wastewater technical advisor on due diligence of the water and wastewater system for the City of Rialto, which services approximately 100,000 people in San Bernardino County. The City issued a competitive RFP for the right to finance/ implement facility upgrades and operate the system for 30 years, representing the first water business public private partnership in California. Table Rock Capital won the concession and provided fully integrated technical, commercial and financial support to provide critical information to bond investors. Nancy performed the technical analysis of the wastewater treatment system.

Oysters for Treating Wastewater and Stormwater Study
Lead Researcher

Lead researcher of an internal project to develop the concept of using oyster reefs to treat wastewater and combined sewer overflows.

Baltimore Herring Run Sewer Rehabilitation
Baltimore, Maryland Engineer

Engineer for a sewer rehabilitation project for Baltimore's Herring Run Sewer District. Verified field inspections for over 10,000ft of sewer mains in need of rehabilitation in Baltimore's Herring Run sewer shed. Provided quality control of database and made rehabilitation/replacement recommendations by specific prioritizations.

St. Louis MSD Disinfection Study
St. Louis, Missouri Project Engineer

Project Engineer for a disinfection pilot study for St Louis Metropolitan Sewer Distric. Performed collimated beam tests on effluents from both the Lemay WWTP and the Bissell Point WWTP. Set up and maintained a bench scale batch reactor for Bissell Point. Prepared disinfection models and analyzed test data and disinfection alternatives to provide a design recommendation report for the Lemay WWTP and the Bissell WWTP.

St. Joseph WPCP Disinfection Study
St. Joseph, Missouri Project Engineer

Project Engineer for a disinfection pilot study for St. Joseph Water Pollution Control Plant. Performed fouling test on full scale UV disinfection pilot. Also performed collimated beam tests on primary and secondary effluent. Prepared disinfection models and analyzed test data to provide a design recommendation report.

Mamaroneck WWTP Pilot Study
Westchester County, New York Project Manager

Operated pilot study of MBBR technology at the Mamaroneck WWTP. Maintained and controlled process conditions based on observations in daily lab analyses. Managed, organized, and synthesized raw data and wrote final report. Study was presented at numerous conferences and included in trade journals.

Mamaroneck WWTP Conceptual Design
Westchester County, New York Engineer

Engineer for the conceptual design of the Mamaroneck WWTP upgrade. Developed conceptual design of upgrades necessary for implementation of IFAS treatment process.

Determined anticipated flows and loads and developed design criteria for facilities relevant to the first phase of the upgrade (fine screens, grit removal facilities, chemical feed systems, and aeration tanks). Prepared process flow diagrams, preliminary design drawings, and a conceptual design report.

Tuxedo Northridge Pump Station and Force Main
Tuxedo, New York Engineer

Engineer for the design of a pump station and forcemain for Tuxedo. Designed wastewater pump station and force main. Determined design criteria for pump station components and force main. Prepared specifications and design drawings.

Retail

Confidential Shopping Mall
São Paolo, Brazil Project Engineer

Project Engineer for retail mall in Sao Paulo, Brazil. Total construction area of 77,000m^2, including 37,000m^2 above ground in five to six levels, and 40,000m^2 of underground parking in four to six levels. Responsibilities included technical oversight of water budget, design of wastewater reclamation system and integration of ecological wastewater treatment system

Papers/Publications

(2007)

A Pilot-Scale Comparison of IFAS and MBBR to Achieve Very Low Total Nitrogen Concentrations
N. Choi, T. Johnson, A. Shaw, H. Phillips, T. Lauro, R. Butler, L. Radko, Water Practice, Vol 1.1-No. 5

Co-author

(2007

IFAS/MBBR Testing at Mamaroneck for Long Island Sound Nitrogen Limits
N. Choi, H. Phillips, T. Johnson, R. Butler, T. Lauro., Clearwaters, Vol 1.37, No. 3

co-author

Presentations

(2014)

Developing a Green Infrastructure Framework for NY Rising Communities on Long Island
N. Choi, V. Lee., 2014 Tri-Association Conference, Ocean City, MD

(2014)

Water Sensitive Urban Design for an Uncertain Future
N. Choi, V. Lee., Yale School of Architecture Coastal Adaptation Symposium, New Haven, CT

(2012)

Graywater and Rainwater Reuse for a Shopping Mall in Sao Paulo, Brazil"
N. Choi, E. Lohan., 27th Annual WateReuse Symposium, Hollywood, Florida

Presentations

(2007)

Pilot Testing of MBBR and IFAS Treatment Processes for Nitrification and Denitrification at the Mamaroneck WWTP
80th Annual Water Environment Federation Technical Exhibition and Conference, San Diego Convention Center, San Diego, CA

(2006)

Benefits and Experiences of a Pilot Study
Black & Veatch Chief Engineers Council's 2006 Technology Conference, Black & Veatch Headquarters, Kansas City, MO

(2005)

Actors and Strategies for Development: Digital Technology to fight Poverty

Infopoverty World Conference, United Nations Headquarters, NY, NY

Workshops

(2015)

Rain, Rain Go Away!
N. Choi, Women's Innovation Symposium in Engineering, Poly Prep Country Day School



Technical Expertise

- Business development and client relations management
- Business performance and operations management
- Water, Wastewater, and Stormwater treatment and infrastructure design
- Hydraulic and water quality modeling
- Design, Design/Bid/Build, Design/Build, Design/Build/Operate project delivery
- Water resource project development, execution, and management

Education

- M.S. Civil & Environmental Engineering, Rutgers University, New Brunswick, NJ, 1998
- B.S. Bio-Resource Engineering (High Honors), Rutgers University, New Brunswick, NJ, 1994
- B.S. Bio-Environmental Engineering (High Honors), Rutgers University, New Brunswick, NJ, 1994

Licenses / Registrations

- Professional Engineer in 14 states (AZ, CT, DE, IN, IL, KY, MA, MS, NJ, PA, NY, TN, TX, VA)

Years of Experience

- With Natural Systems Utilities: 25
- Industry: 25

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Adam G. Stern, P.E.

During Mr. Stern's 25+ year tenure with NSU, he has managed a growing team of engineers, construction managers, and environmental specialists. His responsibilities include team and project management for water resource engineering and Design-Build-Operate projects with budgets up to $35M. In addition, he is responsible for managing the business units' comprehensive planning studies, feasibility studies, hydraulic and process modeling, engineering design, construction projects, compliance management, emergency event control, and provides professional testimony.

Under his direction, Mr. Stern's team has supported over 1,000 projects and procured permits and approvals for planning projects, wetlands and stream encroachments, water supply and production facilities, wastewater treatment facilities, water reuse and heat recovery facilities, main extensions, pump stations, and various other water resource infrastructure projects.

Representative Projects

Four Seasons at Chester Public Water System
New Jersey VP of Engineering

Design, permitting, and construction of public water system including production wells, iron and manganese removal, VOC removal, disinfection, storage, distribution system, fire pumping system, and utility management consulting.

Comprehensive Planning Studies (CPSs)
California VP of Engineering

Development and delivery of CPSs for various public water systems addressing demand projections, supply and treatment analyses, storage and distribution assessments, and capital program recommendations.

Delaware Township Mua
New Jersey VP of Engineering

Permitting, engineering, construction, utility management, routine and emergency operations of water and wastewater systems.

Wantage Public Community Water System
New Jersey VP of Engineering

Design and permitting of public water system including, firm capacity analyzing, production well pumps, disinfection, distributed storage systems, and distribution network.

Morris Chase Water Public Water System
New Jersey VP of Engineering

Development, design, permitting, and construction of water treatment facility and supply improvements including firm capacity evaluations, production wells and pumping systems, iron and manganese removal, radon removal, disinfection, plus distribution and storage systems.

Jefferson Township Water Systems
New Jersey VP of Engineering

Design, permitting, and construction of corrosion control systems at four water separate public water systems.

Groundwater Resource Management Planning
Massachusetts VP of Engineering

Developed standard protocols to quickly map and assess hydraulic groundwater recharge capacity, as well as contamination risks. GIS based product considered hydrogeological conditions, land uses, land covers, etc.

Crossroads At Oldwick Public Water System
New Jersey VP of Engineering

Development, design, permitting, and construction of water treatment facility and supply improvements including firm capacity evaluations, production wells, domestic and fire suppression pumping systems, radon removal, disinfection, plus distribution and storage systems.

Far Hills Borough
New Jersey VP of Engineering

General utility management for community sanitary collection system including management of new and modified connections, I/I management, and routine and emergency maintenance and repairs.

Chester Shopping Center Wastewater Treatment Facility
New Jersey VP of Engineering

Permitting, design, and construction of membrane bioreactor facility for commercial establishment. Incorporated equalization, anoxic and aerobic process, ultra-filtration, and UV disinfection.

Holland And Anthem Mills Wastewater Treatment Facility
Delaware VP of Engineering

Design and permitting of wastewater treatment facility with direct recharge to groundwater. Facility included headworks, flow equalization, membrane bioreactor, UV disinfection, and recharge to groundwater via rapid infiltration basin discharge system.

Hydraulic Modeling For United States Military Installations (8)
CA, KS, LA, MO, NJ, OK, TX, VA VP of Engineering

Development of distribution and collection system models including flow studies, review of SCADA records and other operational data, coarse and fine calibration.

Typical distribution system model included multiple pipe materials, diameters, ages, pressure gradients, storage systems, interconnections, fire hydrants and fire pumping systems, booster stations, control valves, etc., suitable for flow, pressure, supply, and demand prediction, as well as capital planning, water age analyses, scenario analyses, etc.

Homestead Water Reclamation
New Jersey VP of Engineering

Design, permitting, and construction of innovative direct residential water reuse system. Reduced water stress on potable system, conserved water resources, and earned the 2006 Governor's Award for Clean and Plentiful Water.

Jefferson Water Systems
New Jersey VP of Engineering

Design, permitting, and construction of corrosion control systems at four separate public water systems to bring finished water quality into compliance with regulatory limits.

Fairfield Wastewater Treatment Facility
New York VP of Engineering

Design, permitting, and construction of replacement wastewater treatment facility with direct recharge to groundwater. Facility included headworks, flow equalization, dual train membrane bioreactor, chemical feed systems, UV disinfection, and recharge to groundwater via existing leaching pool network.

Dorade Wastewater Treatment Facility
New York VP of Engineering

Design, permitting, and construction of replacement wastewater treatment facility with direct recharge to groundwater. Facility included headworks, flow equalization, three train membrane bioreactor, chemical feed systems, UV disinfection, and recharge to groundwater via existing rapid infiltration basins.

Papers/Publications/Presentations

(2003)

Feasibility Assessment of Alternative Select Fill Material For Groundwater Recharge Beds
Hillsborough, New Jersey - Funded in part by Thames Water, Research and Technology

(2002)

Stormwater: From Nuisance to Resource
Princeton, New Jersey - Presented at Thames Water Americas Watershed Management Conference

(2001)

Stormwater Recharge and Aquifer Protection: A Demonstration Project, Franklin, MA
Albuquerque, New Mexico - Presented at American Water Resources Association Annual Conference

(1999)

Hydrologic Study of NJ Department of Transportation's Proposed Millstone Bypass
Hopewell, New Jersey - Volunteered expertise for Stony Brook-Millstone Watershed Association

Awards

(2019)

Real Leaders Award
NSU Recognized as one of the Top 100 Impact Companies in North America

(2018)

B Corp Award
NSU Recognized by B Labs / B Corp as a "Best For the World" Company

(2017)

Safety Awards
NSU Recognized for tenth consecutive year by the New Jersey Department of Labor and State Industrial Safety Committee, earning the Commissioner's Continued Excellence Award

(2014)

Project of the Year
NSU's Ridgewood Green renewable energy project awarded "PROJECT OF THE YEAR" by the American Biogas Council for Innovation, Technology, Collaboration, and Complexity.

(2006)

NJ Governor's Environmental Excellence Award
Burlington County, New Jersey



Technical Expertise

- Design, Building & Operation of Potable Water, Wastewater & Industrial/Process Water
- R&D/Innovation
- Product Management
- 365/CAD/Salesforce

Education

- Master Of Engineering, École Nationale Du Génie De L'eau Et De L'environnement De Strasbourg, Strasbourg, France, 2012
- BS, Institut Universitaire De Technologie D'orsay, Université Paris Xi, Orsay, France, 2009

Licenses/Registrations

Inventium Customer-Driven Innovation Program, 2019

- Futures Thinking Specialization, IFTF/Coursera, 2020

Years of Experience

- With Natural Systems Utilities: 2
- Industry: 15+

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Vincent Gruffat

Vincent has over 15 years of worldwide experience in the water/wastewater industry. Over the years, he has worked in various areas of the industry: from design & build to operation & maintenance, through business development and team leadership.

Representative Projects

Meadowood
Wastewater Treatment Operator



Google Bay View
Wastewater Treatment Operator

Newhall, RO
Assistant Project Manager

Relevant Experience

Davey Water Products
Melbourne, Australia Technical Development Manager ANZ

Led the engineering team alongside managing the existing and future water treatment technologies portfolio.

Achievements/Responsibilities: Lead for Commercial Water Treatment Product Development, Management and Technical Support Lead for Commercial Water Treatment, Research and Development in the provision of alternatives to bring to market, Lead in emerging markets research and advisory of future opportunities, Develop and foster key strategic relationships with suppliers and customers, Technical authority on review and sign-off on engineering proposals, Strategic leadership.

Davey Water Products
Melbourne, Australia Australia BU Manager

Established the BU focused on water treatment solutions for Australia.

Responsibilities / Achievements: Leadership of commercial water treatment growth, develop commercial leads and target business for Davey project specification, Project management and business technical support, Continuous process improvement to increase business performance, Accountability for the BU's profit and reporting to the GM NZ & CEO.

Davey Water Products
Auckland, New Zealand Water Treatment Engineer

Part of the water treatment business development team, responsible for growing that market sector at Residential, Commercial, Industrial & Municipal level.

Responsibilities/Achievements: Sales support & project management, Continuous improvement - Business development, New products launch, Development of design spreadsheets for sizing up equipment, Process design & commissioning.

Watercare Services Limited
Auckland, New Zealand Process Egineer

Part of the Process Engineering Team responsible for technical and operational support to water supply plants across Auckland region. Process Engineer looking after the Waikato treatment plant (40MGD) using membrane technology.

Achievements/Responsibilities: Troubleshooting process issues and improving performance, Out of hours on call duty - Process optimization: control, system, clarification, sludge, chemical dosing, Management of small projects including Control, System Upgrade (DeltaV), Compressed Air Upgrade, Instrumentation Upgrade and involvement in the overall, Plant Upgrade to 46MGD, Chemical Handling design standard development.

Veolia Water Technologies
Kilkenny, Ireland Process Engineer

Member of the Engineering D&B team responsible for tenders as well as monitoring of contracts, plants and clients from tender to commissioning.

Responsibilities/Achievements: Design/optimization, costing and commissioning of Municipal and Industrial Water/ Wastewater Plants. Tendering - Projects up to 2MEuros.

SUEZ
Shanghai, China Wastewater & Industrial Services Engineer

Internal transfer for a 6-month contract as part of the local Wastewater & Industrial Services team.

Responsibilities/Achievements: Operational support to plants and commercial development, Technical document writing, Creation and implementation of a performance monitoring system (KPI's definition and calculation), Internal reporting.

SUEZ
Paris, France Operations & Maintenance Support Engineer

Member of the Operational & Maintenance Support Team gathering the technical expertise in all the industrial water treatment plant operation related fields and supporting all operations across France.

Responsibilities/Achievements: Operational support to plants and crisis management, Audits and troubleshooting, Development of operation helping tools: environmental compliance monitoring, costing, Commercial development, Performance improvement (resulting in up to 100,000 eur/y savings): plant operation, choice of chemicals,energy consumption, Reporting.

SUEZ
Troyes, France Plant Operator

Responsibilities/Achievements: Operation, maintenance and optimization of an Industrial Wastewater Treatment Plant (different types of wastewater containing oil, chromium, metals) and Process Water Supply (water softener and reverse osmosis), Implementation of a sludge cake washing system on the press filter to remove the TOC, Implementation of a sludge cake drying system on the press filter to increase the dryness, Reporting to the Client.

EDF
Vitry, France Lab Technician

Member of the team in charge of the supply and quality monitoring of the process water as well as the environmental reporting.

Responsibilities/Achievements: Water analysis for a power plant, Environmental compliance and pollution reporting, Creation of a tool to estimate inlets (coal, petrol, water, chemicals)/outlets (energy, pollution) of the power plant.

Representative Projects

Saint John of God
Geelong, Australia Hospital

Design, build, commissioning and servicing of a skid mounted ultrapure water plant for use in reprocessing of medical devices.

Treating town mains using activated carbon, softening, RO, demineralization, endotoxin filtration, UV and heat sanitization.

Duty/standby 400gph capacity

Southern Banks
Torrumbary, Australia Piggery

Design, build and commissioning of containerized stock water plant for a pig farm.

Treating dam water using coagulation, flocculation, sedimentation, sediment & carbon filtration, UV and chlorination.

45,000 gpd capacity with cloud based remote control and monitoring.

Radisson Blu
Denarau, Fiji International Resort

Design & build of a containerized drinking water plant for a luxury resort.

Treating town mains using sediment filtration, activated carbon, absolute cartridges, UV and chlorination.

66,000 gpd capacity with cloud based remote control and monitoring.

Bostock
Hastings, New Zealand Squash Packing Factory

Design & build of a wastewater treatment plant for a squash washing and packing plant.

Treating wastewater using sediment filtration and UV. 17,000 gph capacity with cloud based remote control and monitoring.

Waikato WTP
Ireland Municipal drinking water plant

Operations & maintenance of a drinking water treatment plant.

Treating river water using coagulation, sedimentation, ultrafiltration, activated carbon and chlorination. 40 MGD capacity.

Carrickmacross WTP
Ireland Municipal drinking water plant

Commissioning of a drinking water treatment plant.

Treating bore water using coagulation, flocculation, sedimentation, filtration, UV and chlorination. 42,000 gph capacity.

PepsiCo Carrigaline
Cork, Ireland Beverages factory

Troubleshooting & optimization of an industrial wastewater treatment plant.

Treating soda effluent using activated sludge, MBR and chemical dosing. 52,000 gpd capacity.

Monart
Enniscorthy, Ireland Spa

Troubleshooting & optimization of a packaged wastewater treatment plant using coagulation, flocculation, sedimentation, activated sludge, drum filtration and chlorination.

Baileys
Dublin, Ireland Alcoholic Drink Factory

Troubleshooting & optimization of a wastewater treatment plant using DAF.

PepsiCo Carrigaline
Cork, Ireland Beverages Factory

Troubleshooting & optimization of an industrial wastewater treatment plant.

Treating soda effluent using DAF and activated sludge.

Changshu
China Industrial Park Wastewater Treatment Plant

Commissioning of Fenton advanced oxidation process at industrial wastewater treatment plant.

Mefro
Troyes, France Wheel Factory Wastewater Treatment Plant

Operations & maintenance of an industrial wastewater treatment plant.

Treating wastewater using coagulation, flocculation, sedimentation, chromium reduction, mineral oil dewatering and biofiltration.

EDF Power Plant,
Vitry, France Demineralised Water Plant

Operations & maintenance of a demineralized water treatment plant.

Treating river water using coagulation, flocculation, sedimentation, filtration and ion exchange.

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Jens Riedel, PE, CFM

Mr. Riedel has 26 years of engineering experience in the water industry. As an NSU Managing Engineer, he is responsible for the management of teams to complete project design, permitting, and other tasks and overall project management including client relations, budgeting and scheduling.

His experience includes water and wastewater system design and permitting, beneficial reuse of soils and water and wastewater treatment plant residuals, and development of water and wastewater studies, reports, modeling, and specifications as well as field engineering, inspections, and construction and project management. Additionally, he is a member of the Health and Safety Committee and the Environmental Compliance team at NSU.

Technical Expertise

- Water/Wastewater System Design and Permitting
- Beneficial Reuse of Water and Wastewater Residuals
- Development of Specifications, Studies, Reports, and Permit Applications
- Field Engineering, Inspections, Construction, and Project Management

Education

- Rutgers University, B.S., Bioresource Engineering, 1996
- Rutgers University, Graduate Coursework, Bio-Resource Engineering, Natural Waste Management Systems, Composting

Professional Affiliations

- Water Environment Federation
- NJ Water Environment Association
- American Society of Civil Engineers
- American Water Works Association
- American Water Resources Association
- Association of State Floodplain Managers

Licenses / Registrations

- Professional Engineer, NJ
- Certified Floodplain Manager
- OSHA Confined Space Entry

Years of Experience

- With Natural Systems Utilities: 26
- Industry: 26

Representative Projects

Borough of Chester,
Chester, NJ Wastewater Engineer

Oversight of the wastewater system for a town of 1,700 residents. Recent and future projects include permitting and design of a new wastewater treatment facility and expanded collection system. And implementation of an Infiltration and Inflow (I&I) study to reduce extraneous flows in the collection system. Monitoring of flows. Review of new connection applications. General collection system and treatment facility troubleshooting and consulting.

Borough of Far Hills
Far Hills, NJ Wastewater Engineer

Oversight of the wastewater system for a town serving approximately 320 connections. Upcoming projects include implementation of an Infiltration and Inflow (I&I) study to reduce extraneous flows in the collection system. Monitoring of flows. Review of new connection applications. Review of connection fees and sewer charges. General collection system troubleshooting and consulting. Past work included investigation of I&I into the sanitary sewer utilizing sewer televising technology and flow metering with subsequent sewer rehabilitation of problem areas.

Delaware Township MUA
Delaware Township, NJ Project Manager

Oversaw water and wastewater systems for a municipal utility authority serving approximately 170 connections. Managed multiple projects, including the design and construction of a UV disinfection system with a building addition, standpipe painting and improvements, emergency generator installation, stream bank restoration to protect the wastewater facility, and the evaluation and repair of existing water system valves and hydrants.

Hurstmont
Harding Township, NJ Project Manager

Full permitting for a 45,000 gpd treatment and groundwater recharge facility serving an assisted living development. Work included a water quality management plan amendment, discharge to groundwater permit, and treatment works approval including permit level design of treatment and groundwater recharge system. Final design and construction are in progress.

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Errico Acres
Far Hills, NJ Project Manager

Managed full permitting for a 130-unit residential development, including a water quality management plan amendment, discharge to groundwater permit, and treatment works approval. Led the permit-level design of the treatment and groundwater recharge system.

Hillandale
Mendham, NJ Project Manager

Redesigned and managed permitting for a 15,000 gpd treatment and groundwater recharge facility serving a residential development. Oversaw compliance with regulatory requirements and ensured project feasibility within environmental constraints.

Ash Lane Farms
Alloway Township, NJ Project Manager

Managed NJDEP permit compliance and preparation of monthly, quarterly, and annual reports for a farm utilizing wastewater treatment plant residuals for land application.

Mansfield Warehousing
Mansfield, NJ Project Manager

Connecting a new warehouse development to an existing wastewater collection and treatment system and water supply system required the design and permitting of new infrastructure (water mains, pump stations, and force mains) as well as upgrades to the existing collection and treatment systems. Lead team to complete design and permitting and secure final construction.

New Jersey American Water
Bridgewater & Colts Neck, NJ Project Manager

Managed the beneficial reuse of water treatment residuals and evaluated other materials for potential reuse. Oversaw a topsoil blending operation utilizing water treatment residuals and other materials.

Far Hills Country Day School
Far Hills, NJ Project Manager

Designed a water treatment system for a school expansion and planned upgrades to the existing wastewater treatment facilities.

Sylvester Manor
Shelter Island, NY Project Manager

Designed an innovative natural wetland wastewater treatment system.

Hillsborough Municipal Landfill
Hillsborough, NJ Project Manager

Prepared a closure plan for the capping of a 10-acre landfill and evaluated alternative capping materials.

Country Arch Care Center
Pittstown, NJ Project Manager

Led the design and construction management for the replacement of three failing septic systems at a site with limited space and numerous environmental constraints.

GACSD Warehouse
New Bern, PA Project Manager

Designed and permitted a warehouse water system.

California American Water
Sacramento, CA Lead & Field Engineer

Prepared Comprehensive Planning Studies for three large water systems to assess current and future potable water supply, treatment, storage, and conveyance needs. Evaluated existing assets, equipment, and future growth projections. Required a 3+ month relocation.system.

Terrabon
Laredo, TX Field Engineer

Provided design and construction oversight for the integration of an innovative pilot desalination process at an existing water treatment plant.

Corporation of St. George
Bermuda Chief Inspector

Conducted a sanitary sewer system assessment, including flow metering, data analysis, and evaluation of piping conditions.

Fallone Group
Union Township, NJ Engineer

Redesigned the wastewater treatment and groundwater recharge system for a residential development.

Monmouth County Reclamation Center
Tinton Falls, NJ Engineer

Provided engineering design assistance for a 165,000 GPD leachate pre-treatment facility under a design-build-operate contract.

Town Center at Wantage
Wantage, NJ Engineer

Designed, permitted, and inspected the expansion of a water system serving four apartment buildings.

Morris Chase
Mount Olive, NJ Engineer

Designed a water treatment facility for radionuclide removal and operated a pilot treatment unit to evaluate system efficacy.

Peconic Green Growth
Suffolk County, NY Engineer

Prepared multiple feasibility reports for replacing individual septic systems with decentralized treatment systems in communities facing nitrogen loading issues.

Johanna Foods
Flemington, NJ Engineer

Managed permit renewal and preliminary design for a wastewater treatment plant upgrade at a yogurt and juice production facility.

Ringwood Township
Ringwood, NJ Engineer

Conducted feasibility reports for township-wide wastewater management and treatment facility upgrades.

Picatinny Arsenal
Wharton, NJ Engineer

Performed water system modeling to support facility expansion.

Green Pond Mews
Rockaway, NJ Engineer

Designed a water supply and treatment system for a small residential development.

Plumsted WWTP
New Egypt, NJ Engineer

Designed influent screens and other components for a municipal wastewater treatment facility.

Four Seasons at Cranbury
Cranbury, NJ Engineer

Designed upgrades for a wastewater pump station serving a residential community.

Cranbury Golf Course
Cranbury, NJ Engineer

Investigated and permitted existing septic systems serving the golf course.

Visionaire and Solaire Buildings
Battery Park City, NY Engineer

Prepared annual wastewater treatment and reuse reports for high-efficiency residential buildings.

Estate of Eleanor Wagner
Raritan Township, NJ Engineer

Conducted site evaluation and oversaw the removal of contaminated fill at a residential property.

Relevant Experience

Rutgers University, Bioresource Engineering, 1995-1999 Research Topic, Rotating-Drum Composter
Graduate Research Assistant

Operated a prototype rotating-drum composting system including preparation and mixing of organic feed material, development of "recipes" for different feeds, monitoring of process characteristics (temperature, moisture, ammonia production, evaluation of final product, operation of loading equipment and system repairs.



Technical Expertise

- Engineering
- Water Reuse

Education

- SRM University, B.Tech, Civil Engineering, 2015
- University of New Haven, MS, Environmental Engineering, 2021

Licenses / Registrations

- LEED Green Associate

Years of Experience

- With Natural Systems Utilities: 3.5
- Industry: 3.5

Prantik Chakraborty

Prantik Chakraborty is a dedicated Project Engineer with over 3.5 years of experience in the water and wastewater industry. He specializes in engineering oversight, water reuse, and infrastructure development. With a strong academic foundation, Prantik holds a B.Tech in Civil Engineering from SRM University, India, and a Master's in Environmental Engineering from the University of New Haven, Connecticut.

As a LEED Green Associate, Prantik is committed to sustainable solutions in wastewater treatment and infrastructure projects. His expertise spans pump station design, sewer system assessments, infiltration and inflow studies, and treatment facility improvements. He has played a key role in multiple projects across New Jersey and New York, ensuring efficient and environmentally responsible water management systems.

At Natural Systems Utilities, Prantik continues to contribute to innovative water solutions, applying his technical knowledge to improve wastewater treatment processes and optimize system performance.

Representative Projects

North Hunterdon High School

New Jersey Project Engineer

Engineering oversight for the construction of a pump station to support increased wastewater production due to expanding infrastructure.

Borough of Far Hills

New Jersey Project Engineer

Assisted in monthly sewer report preparation, annual sewer maintenance, and the collection and monitoring of sewer data.

Borough of Chester

New Jersey Project Engineer

Oversight and report preparation for quarterly composite testing of sewer systems for nine significant users. Conducted infiltration and inflow (I&I) investigations for the collection system.

Dorade Whispering Pines

New York Project Engineer

Designed a vertical bar screen system with a conveyor to improve treatment capability.

Hurstmont Wastewater Treatment Facility

New Jersey Project Engineer

Assisted in the design of a 45,000 GPD wastewater treatment system for a residential community.

SHARLENE LEURIG

sharlene@adaptivewater.com 301.452.1900

SUMMARY A builder with experience in long-range planning, infrastructure finance and water transactions. Passionate about markets and technology to achieve universal water & sanitation access. Committed to building water utilities ready for the 22nd Century.

EXPERIENCE

CO-FOUNDER & CEO ADAPTIVE WATER LLC

Water as a Service (WaaS) solutions provider working to scale water reuse across Texas. We help customers onboard water reuse without tying up the capital they need to build their dreams.

INTERIM CEO VIDA WATER PBC

Led midstream reboot at for-profit startup designed to provide subscription drinking water services for underserved Texans. Oversaw pilot market launch in El Paso serving low-income colonia.

FOUNDER & CHIEF EXECUTIVE OFFICER TEXAS WATER TRADE

Founded nonprofit to catalyze water transactions in Texas. Leveraged initial funder commitment by 40X, interweaving federal, state, corporate and philanthropic funds. Led development of in-house programming to collaborate with water users from agriculture, industry, municipal and energy sectors. Drove team that purchased 9 billion gallons of water for Texas ecosystems, launched fee-for-service engineering offerings and incorporated for-profit subsidiary, Vida Water PBC.

Awards & Recognition: Texas American Water Works Association Diversity Award, Hunt Institute for Engineering & Humanity Impact Enterprise Award, Lone Star Prize Big Bet, Draper Richards Kaplan Foundation Entrepreneur.

FOUNDING BOARD CHAIR VIDA WATER

Led multi-partner initiative that won seed capital from Dallas-based philanthropist. Directed development of winning business plan, incorporated for-profit subsidiary, and recruited inaugural CEO and Board of Directors.

PROJECT DIRECTOR TEXAS ENVIRONMENTAL FLOWS INITIATIVE

Managed five-partner consortium pursuing water purchases to benefit bays and estuaries in the Gulf of Mexico. Coordinated scientific work, strategies for water acquisition, fundraising and budget development.

The project, funded in part by a $4.5 million commitment by the National Fish and Wildlife Foundation, was a collaborative of The Nature Conservancy, Ducks Unlimited, National Wildlife Federation, Meadows Center for Water and the Environment at Texas State University and Harte Research Institute at Texas A&M Corpus Christi.

MUNICIPAL DEAL ORIGINATION STRATEGY CONSULTANT LIQUID ASSETS PROJECT

Retained to originate municipal water infrastructure investment deals for the Liquid Assets Project, a collaboration designed to jump-start investment in sustainable water management solutions across the American West. Identified prospective deals and supported development of financial models for investment structures.

DIRECTOR, SUSTAINABLE WATER INFRASTRUCTURE PROGRAM CERES

Launched the Sustainable Water Infrastructure Program in 2010, establishing Ceres as a leading voice in water infrastructure transformation by focusing on the water utility business model, un-priced risks and innovative financing structures. Coordinated with asset managers, bond insurers, credit rating agencies and others in the financial ecosystem to develop frameworks to understand emerging risks.

PATENT EXAMINER UNITED STATES PATENT AND TRADEMARK OFFICE

Determined patentability of inventions related to semiconductors and nanotechnology.

EDUCATION

MASSACHUSETTS INSTITUTE OF TECHNOLOGY

Focused on environmental policy and planning, funded by United States Geological Survey to research outcomes of stakeholder-driven science for natural resource decision-making.

WASHINGTON UNIVERSITY IN ST. LOUIS

MEDIA

Cited as expert source on water and climate change in *Los Angeles Times, The New York Times, Texas Monthly, Texas Tribune, Wall Street Journal, Yale Forum on Climate Change & The Media, Deseret News, High Country Times, Dallas Business Journal,* among others. Media appearances include Current TV, CNN, Reuters Insider, NPR's *On Point* and *Marketplace*, KERA's Think and the *Texas Standard.*

VOLUNTEER ENGAGEMENTS

Chair, Austin Integrated Water Resource Planning Community Task Force
May 2015 – February 2021
Guided development of the City of Austin's 100-year water supply plan, from definition of goals to consultant procurement to portfolio selection. The plan, adopted in 2018, is the first of its kind in the United States to include onsite water as a major supply wedge.

Chair, Austin Drought Response Task Force
April 2014 – July 2014
Appointed to emergency task force created in response to historically low levels in Austin's primary water supply source. Chaired four-month process which led to emergency supply development recommendations and formation of long-range supply plan task force.

WRITING

SELECT PUBLICATIONS

"Net Zero Water Toolkit." Texas Water Trade. April 10, 2024.

"Rapidly Scaling Water Reuse Across Texas Using Property Assessed Clean Energy (PACE) Financing," Texas Water Trade. September 29, 2021.

"Can Fort Stockton reclaim its title as the Spring City of Texas?" Fort Stockton Pioneer. Oct. 29, 2019

"Building a water-resilient future for all Texans." Austin American-Statesman. Sep. 16, 2019

"Austin's Water Forward is a bold step into the future," Austin American-Statesman, Jan. 21. 2019

"Economic Perspectives on Texas Water Resources." Essentials of Texas Water Resources 4 ed., February 2016

"Should Water Service Providers Hedge Weather Risk?" Journal of the American Water Works Association. January 2015

"Why Water Is Not the New Oil," Texas Tribune TribTalk, December 2014

"Is Climate the Mother of Innovation?" National Geographic Water Currents. November 2014

"Bond Financing Distributed Water Systems." Ceres. September 2014

"Measuring and Mitigating Water Revenue Variability." Ceres and University of North Carolina. July 2014

"Four Things You Need to Know About Proposition 6." Texas Monthly. November 2013

"Investment Risks for Water Projects." Texas Wesleyan Journal of Real Property Law. October 2013

"Assessing Water System Revenue Risk: Recommendations for Analysts." Ceres and the University of North Carolina. August 2013

"How Dry We Are." Texas Monthly. June 2013

"Financing Sustainable Water Infrastructure." Johnson Foundation. January 2012

"The Ripple Effect: Water Risk in the Municipal Bond Market." Ceres. October 2010

Kira Dell

Contact

LinkedIn
(512) 656-2225
kira@adaptivewater.com

Education

2015
B.A. International Studies
Vassar College

Current Board Positions

Texas Water Trade
Communications Committee Chair

Great Springs Project
Director

TreeFolks
Vice Chair

Skills

Data analysis

Business strategy

Automation

Business process optimization

Financial modeling

Agile/Scrum methodologies

SQL

Research Interests

Natural resource preservation

Wildlife habitat restoration and management

Botany

Languages

English (native speaker)

Spanish (fluent)

Brazilian Portuguese (fluent)

Professional Experience

January 2025 - Present
Co-Founder & Chief Operating Officer *Adaptive Water, Austin, TX*

- Lead cross-functional teams in designing, building, and operating wastewater recovery and treatment systems for commercial campuses, industrial facilities, and planned communities.
- Analyze the financial, technical, and operational feasibility of wastewater-to-resource projects to deliver safe, reliable recycled water supplies at the lowest possible lifetime cost.
- Model project development and operational costs, including procurement and installation of treatment technologies, purple pipe distribution build-out, and ongoing expenses such as energy, logistics, maintenance, and staffing.
- Secure project financing and commercial off-take agreements for reclaimed water resources.
- Optimize system designs to achieve attractive payback periods through revenue from reclaimed water and energy sales, and by reducing customers' operating expenses.
- Ensure compliance with all federal, state, and local permitting requirements, industry standards, and best practices.
- Design and implement scalable workflows—including data management, standard operating procedures, and task management frameworks—to drive team efficiency and project success.
- Develop and track performance metrics (KPIs) to monitor progress toward strategic objectives, and provide regular updates to employees, customers, vendors, and investors.
- Recruit, onboard, and manage a high-performing, collaborative team; foster a culture of accountability, professional growth, and shared purpose.

January 2020 - October 2021
Technical Product Manager *findhelp.org, Austin, TX*

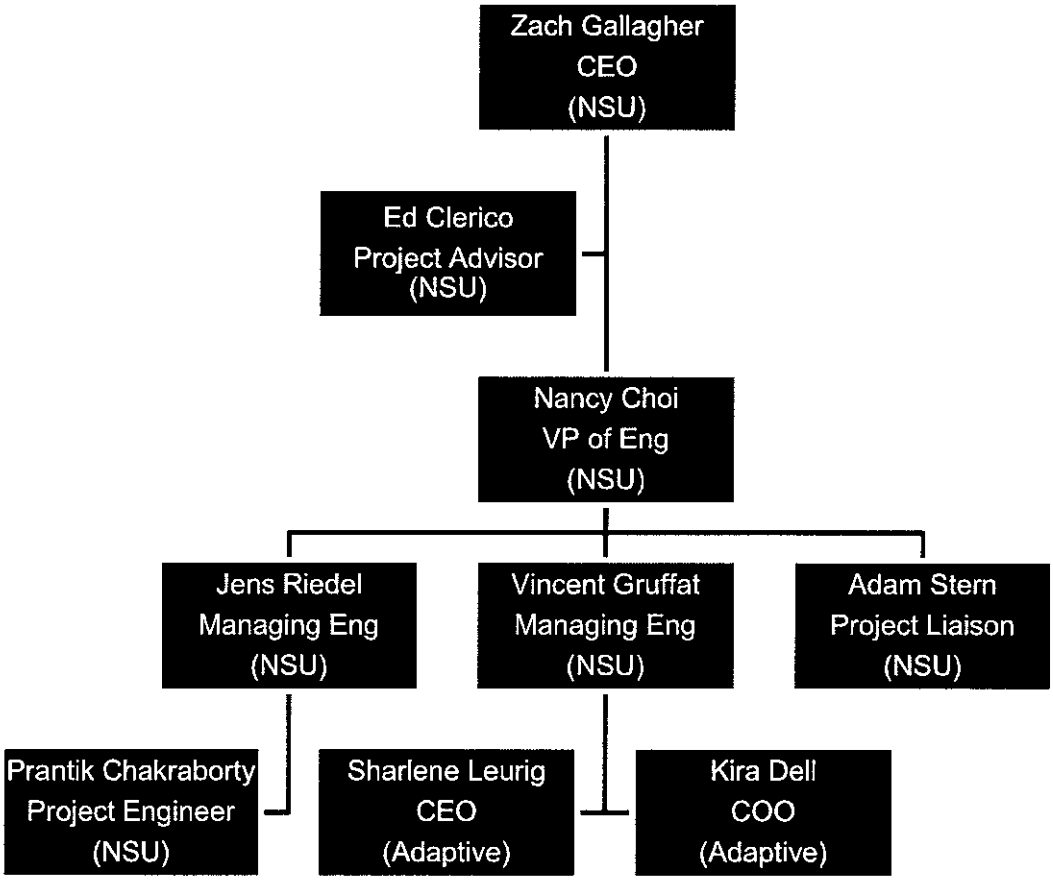
- Led two software development teams (Data and Integrations), each with 5+ engineers.
- Directed the Data team in building tools and integrations to maintain the nation's most accurate directory of free and reduced-cost social assistance programs, leveraging automation for data input and validation.
- Oversaw the Integrations team in connecting findhelp's core services with hospital, university, and other partner software systems, enabling seamless referrals for people in need.
- Served as Product Manager and Scrum Master for both teams: defined product vision, roadmap, and strategy with input from diverse stakeholders; gathered technical requirements; collaborated with engineers on software architecture and delivery timelines; and managed feature delivery from design to release.
- Led transition to Scrum, accelerating feature delivery, improving timeline accuracy, and empowering engineers with greater autonomy and accountability.

September 2017 - November 2019
Entrepreneur Selection & Growth Manager *Endeavor, New York, NY*

- Advised 25 high-impact startups (typical revenues $10-20M) to advance Endeavor's mission of catalyzing sustainable and widely beneficial economic growth in 30+ emerging markets.
- Collected and analyzed performance metrics from 1,200+ portfolio companies to deliver actionable insights to entrepreneurs and the Endeavor staff who serve them.
- Led selection of top climate tech and agriculture companies by educating 500+ staff across 50+ international offices on industry trends and benchmarks.
- Collaborated with company founders to craft concise pitches and business overview documents to support their conversations with potential investors and partners (40+ companies served).
- Cultivated a global network of executives, investors, and corporate partners to help entrepreneurs tackle challenges such as fundraising, talent acquisition, and market expansion.

Personal Interests

I live on a parcel of conserved land where I put my knowledge of ecology and regenerative agriculture into practice. On a portion of the land, I grow food for a local nonprofit which provides healthy meals to food-insecure families in Austin. On the remaining portion of the land, I cultivate native plants to support biodiversity, with a focus on endemic, threatened, and endangered species. I supply these plants to others implementing habitat restoration projects throughout my ecoregion in partnership with organizations like TreeFolks and Central Texas Seed Savers.



#missionwater | Tel: (908) 359-5501 | FAX: (908) 359-8286 | info@nsuwater.com | nsuwater.com

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Project	State	Plant Type	WW Reuse	
			Direct	Indirect
Abbot Mills	MA	MBR		✓
Andover	NJ	MBR		✓
Aramis	NJ	MBR		✓
Arrow Mills Plaza	NJ	SBR		✓
Aspenwood	MN	CS		✓
Auberge	CA	AWTP		✓
Avalon	NJ	CMAS		✓
Baldwin Cove	MN	PF		✓
Bay Front	DE	MBR		✓
Beacon Hill Upper Freehold	NJ	SBR		✓
Blomkest Svea Sanitary District	MN	SP		✓
Brass Castle	NJ	MBR		✓
Brix	CA	AWTP		✓
Bronco	CA	AWTP		✓
Cable Vision	NJ	MBR		✓
Cambridge Isanti Middle School	MN	CW		✓
Carnegie Abbey	RI	MBR	✓	✓
Carriage Station	MN	VFW		✓
Cherry Valley (Design)	NJ	CMAS		✓
City of Prinsburg	MN	CW		✓
City of Seaforth	MN	AT		✓
City of Tamarack	MN	CW		✓
Clearwater Forest	MN	CW		✓
Clinton Crossing Premium Outlets	CT	MBR	✓	✓
Clinton Township Sewerage Authority	NJ	Collection		✓
Clos Du Val	CA	AWTP		✓
Computer Associates	NJ	SBR	✓	✓
Copper Hill School	NJ	MBR	✓	✓
Country Meadows	MN	RSF		✓
Country Oaks	NJ	MBR (WW)		✓
Coyote Springs	NV	Water		✓
Crossroads at Oldwick	NJ	CMAS		✓
Deep Run	NJ	SBR		✓
Delaware Township MUA + Engineering	NJ	CMAS		✓
Diamond Lake Woods	MN	VFW		✓

natural systems utilities

Project	State	Plant Type	WW Reuse	
			Direct	Indirect
Domino Redevelopment	NY	MBR	✓	✓
Dorade Whispering Pines	NY	CAS		✓
Dry Creek	CA	AWTP		✓
Duckhorn	CA	AWTP		✓
Edgewater Apartments	MA	MBR	✓	✓
Edgewater Apartments	MA	MBR		✓
El Cerrito	TX	MBR		
Environmental Disposal Corp.	NJ	BardenPho	✓	✓
Estee Lauder	NJ			
Farms of Lake Elmo	MN	FAST		✓
Fawn Run	NJ	SBR		✓
Fiddlers Elbow CC	NJ	SBR		✓
Fields of St. Croix Phase I	MN	CW		✓
Fields of St. Croix Phase II	MN	VFW		✓
Forest Lake School District	MN	SPSF		✓
Forest Lake School District - Scandia	MN	SPSF		✓
Four Seasons @ Chester	NJ	MBR (WW)		✓
Franklin Mutual Insurance	NJ	MBR		✓
Franklin Twp Board of Ed	NJ	Septic		✓
Gillette Stadium	MA	MBR	✓	✓
Google Bayview	CA	MBR	✓	✓
Hamlet on Sunfish Lake	MN	CW		✓
Hart's Landing	DE	MBR		✓
Hawthorn Ct	NY	MBR		✓
Hearth at Southbury	CT	MBR		✓
Hearth at Tuxis Pond	CT	MBR		✓
Heritage at Lutsen	MN	VFW		✓
Hess Collection	CA	AWTP		✓
Highland Farms	MN	AT		✓
Hillsborough Chase	NJ	CMAS		✓
Homestead at Mansfield	NJ	Lagoon	✓	✓
Horizon Franklin Lakes	NJ	MBR		✓
Hunterdon Commons	NJ	MBR		✓
Jackson Meadow North	MN	CW		✓
Jackson Meadow South	MN	CW		✓

natural systems utilities

Project	State	Plant Type	WW Reuse	
			Direct	Indirect
Jefferson Peaks	NJ	MBR		✓
Jefferson Village Square	NJ	MBR	✓	✓
Kendall West Utilities	TX	MBR		✓
Kensington Court	MA	MBR		✓
Knowlton Township	NJ	MBR		✓
Lake Grove	NY	SBR		✓
Lake Shore Resort	NJ	MBR		✓
Lansing Residence	MN	FAST		✓
LBRID OM&M	CA	AWTP		✓
Lebaron Hills	MA	Amphidrome		✓
Liberty Ponds - Phase I	MN	VFW		✓
Linwood Elementary School	MN	SPSF		✓
Lodge	CA			✓
Lookout Point	NJ	CMAS		✓
Lutsen East Flank	MN	CW		✓
Lutsen Employee Housing	MN	VFW		✓
Lutsen Resort	MN	VFW		✓
Lutsen Sea Villas	MN	CW		✓
Mapleton	NJ	MBR		✓
Marshall	CA	Advantex		✓
Maslavi	NJ	MBR		✓
McKinley Elementary School	MN	SPSF		✓
Meadowood	CA	CMAS		✓
Meadows at Mansfield	NJ	MBR		✓
Meadowwoods Village	MN	CW		✓
Microsoft	CA	MBR	✓	✓
Millennium Battery Park	NY	MBR	✓	✓
Moneta WWTP (Design Review)	VA	Bio-Wheel		✓
Monmouth County	NJ	MBR		
Monterey Heights	MN	RSF		✓
Morris Chase	NJ	MBR (WW)		✓
Morton Farm Preserve	MN	CW		✓
Napa Valley CC	CA	AWTP		✓
Napa Valley Reserve	CA			✓
Nashoba High School	MA	CMAS		✓

Project	State	Plant Type	WW Reuse	
			Direct	Indirect
NBRID O & M & M	CA	MBR		✓
Oakwood Village	NJ	MBR		✓
Old Lyme School	CT	MBR		✓
Orchards at Holliston	MA	MBR		✓
Outdoor World (Sturbridge)	MA	MBR		✓
Paradise	CA	AWTP		✓
Phillipsburg	NJ	ICEAS/SBR	✓	✓
Pine Point	MN	CS		✓
Pleasure Cove	CA	AWTP		✓
Plumsted	NJ	MBR		✓
Ponaganset School	RI	Bioclere		✓
Port Sonoma	CA	AWTP		✓
Pottersville	NJ	CMAS		✓
Prescott Point	RI	MBR		✓
Preserve at Birch Lake	MN	VFW		✓
Princeton Montessori Academy	NJ	MBR	✓	✓
Queset Commons	MA	MBR		✓
Ramapo River Reserve	NJ	SBR	✓	✓
Resorts USA (Sturbridge)	MA	MBR		✓
Ridges at Rice Lake	MN	PF		✓
River Crest Farms	MN	CS		✓
River Crossing	TX	MBR		
River House	NY	MBR	✓	✓
Rock Point Church	MN	VFW		✓
Rosegill Development	VA	MBR		✓
Round Hill	CA	AWTP		✓
Rum River Elementary School	MN	SPSF		✓
Salado Center	TX	MBR		
Salisbury School	CT	MBR		✓
Sanctuary	MN	VFW		✓
Sand Hill	MN	CS		✓
Savannah Meadows	MN	CS		✓
Scramsberg	CA			✓
Serenbe	GA			✓
Shadowwoods	MN	AT		✓

Project	State	Plant Type	WW Reuse	
			Direct	Indirect
Shark River (Design)	NJ	MBR	✓	✓
Silver Maple Bay Estates	MN	AT		✓
Skylands Park	NJ	MBR	✓	✓
Solaire – Battery Park	NY	MBR	✓	✓
Sonoma Raceway	CA	AWTP		✓
Sonoma West	CA	AWTP		✓
South Passage	MN	RSF		✓
Spruce Hills Condo	NJ	SBR		✓
Station Rd WWTP,WTP	NJ	CAS		✓
Stonebridge Estates	MN	AT		✓
Stratford Greens (Devonshire)	NY	MBR		✓
Sunrise Trails	MN	VFW		✓
Super America - Wyoming, MN	MN	CW		✓
Super America - Ham Lake, MN	MN	CW		✓
SVEN	NY	MBR	✓	✓
Tamarack Farm Estates	MN	CW		✓
Territory 1C (#8)	MN	AT		✓
Territory Phase IA	MN	AT		✓
Territory Phase IB	MN	AT		✓
The New School University	NY	MBR	✓	✓
The New York Institute of Technology	NY	CAS		✓
The Point	MA	MBR		✓
The Retreat	DE	SBR		✓
Thumper Ponds	MN	VFW		✓
Tomales	CA	AWTP		✓
Traprock	NJ	MBR		✓
Tribeca Green	NY	MBR	✓	✓
Trump National	NJ	MBR		✓
Trump National Colts Neck	NJ	MBR		✓
Tucker Acres	CA			✓
Turtle Run South Phase I	MN	VFW		
Turtle Run South Phase II	MN	VFW		
Twin Creeks	CA	CMAS		✓
Village at Hawk Pointe	NJ	MBR		✓
Village of Opole	MN	CW		✓

Project	State	Plant Type	WW Reuse	
			Direct	Indirect
Village Square	NJ	MBR	✓	✓
Vinters Inn	CA	AWTP		✓
Visionaire	NY	MBR	✓	✓
Voss Middle School	TX	MBR		
Warren Township	NJ	CMAS		✓
Westbrook Factory Stores	CT	MBR	✓	✓
Whispering Ridge Phase I	MN	AT		✓
Whispering Ridge Phase II	MN	AT		✓
Whistling Valley Phase I	MN	VFW		✓
Whistling Valley Phase II	MN	VFW		✓
Whitby School	CT	MBR		✓
Wildflower Shores	MN	CW		✓
Windsor Oaks	MN	CS		✓
Windsor Park III	MN	RSF		✓
Woods at Eagle Lake	MN	VFW		✓
Wrentham Outlet Mall	MA	MBR	✓	✓
Wyldewood Acres	MN	CW		✓
Yale Medical Ctr	CT	MBR		✓

IV: Proposed Schedule

NSU proposes to complete the first 3 tasks (1) Engineering & Environmental Analysis (2) Economic Analysis (3) Regulatory and Permitting Assessment concurrently during the first 6 months of the contract. Assuming May 1, 2025, authorization to proceed allowing 2 months for the final task (4) Final Report and Recommendations. The expected delivery date is December 31, 2025.

#missionwater | Tel: (908) 359-5501 | FAX: (908) 359-8286 | info@nsuwater.com | nsuwater.com

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Applied Water Management, Inc. d/b/a Natural Systems Utilities, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

n/a

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

04/17/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Applied Water Management, Inc. d/b/a Natural Systems Utilities, LLC

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

City of Laredo, TX

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

FY25-054

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

5 **Check only if there is NO Interested Party.** [x]

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

********Form does not need to be notarized*******

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Zach Gallagher an officer of Natural Systems Utilities
(a Partner of officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

President & CEO

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 17th day of April 2025.

Sharon Pellicane
Notary Public

My commission expires:
07/18/2027

SHARON PELLICANE
Notary Public, State of New Jersey
Comm. # 2422765
My Commission Expires 07/18/2027

City of Laredo

City Council

Meeting Date: 9/15/2025 **Staff Report 47.**

City of Laredo

City Council

Meeting Date: 9/15/2025 **Closed Session 48.**

City of Laredo

City Council

Meeting Date: 9/15/2025 **Closed Session 49.**

City of Laredo

City Council

Meeting Date: 9/15/2025 **Laredo Mass Transit Board 50.**

SUBJECT
Authorizing the City Manager to purchase three (3) paratransit vans in the amount of $415,638.78 utilizing the Statewide Georgia DOAS Contract # 99999-SPD-SPD0000212-0010 from vendor ABC Companies. Funding is available in the Transit Capital Grants, FTA Section 5310 grant number TX-2022-005, FTA share $300,000.00 and Local Match of $75,000.00. The remaining balance of $40,638.78 is available in the 2017 CO Bond.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities program makes federal resources available to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options. This program supports transportation services in all areas - large urbanized (over 200,000), small urbanized (50,000-200,000), and rural (under 50,000).

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this resolution.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Transit Capital Grants
Account #:	Two accounts
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Funding is available in the FTA grant account number 518-5179-585-9004 - $375,000.00 and in the 2017 CO Bond account number 472-9810-535-9004 Project #TR1901 - $40,638.78.

July 29, 2025

Mr. Adrian Chavera
Interim Maintenance Manager
El Metro
410 Scott St.
Laredo, TX 78040

Mr. Chavera:

ABC Companies is presenting El Metro a quotation for the Turtle Top Terra Transit MD paratransit shuttle bus. This quotation is based on the Georgia DOAS contract 99999-SPD-SPD0000212-0010.

The cost of this purchase will be $138,546.26 per unit for a grand total of $415,638.78 for three (3) units.

If there are any questions regarding this quotation, please do not hesitate to contact me directly. Thank you once again for your time and consideration.

Regards,

George Altevogt
Vice President, SVT
ABC Companies
410-353-5353
galtevogt@abc-companies.com
www.abc-companies.com

DocuSign Envelope ID: CD4FF9D4-AA92-4525-AC71-EEAD789898B5

State of Georgia
Statewide Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number
Public Mass Transit Vehicles and Related Options, Equipment, and Accessories	**99999-SPD0000212**	**99999--SPD-SPD0000212-0010**

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Department of Administrative Services
(hereafter called Agency)

Contractor's Name
ABC Bus, Inc.
(hereafter called Contractor)

2. Contract to Begin:	Date of Completion:	Renewals:
1 July 2023	**30 June 2025**	**Three (3) one (1) year renewals**

3. Performance Bond, if any:	Other Bonds, if any:
N/A	**N/A**

4. Authorized Person to Receive Contract Notices for Agency:	Authorized Person to Receive Contract Notices for Contractor:
contract.management@doas.ga.gov	**Brian Miller, BMiller@abc-companies.com** **800.222.2871**

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: **Statewide Contract for Goods and Ancillary Services**
Attachment 2: **Solicitation (referenced above)**
Attachment 3: **Contractor's Final Response**

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6.

Contractor

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*
ABC Bus, Inc.

By *(Authorized Signature)*	Date Signed
	**1 July 2023**

Printed Name and Title of Person Signing
George Altevogt, Vice President, SVT

Address
17469 W. Colonial Drive, Winter Garden, FL 34787

7.

Agency

Agency Name
Department of Administrative Services

By *(Authorized Signature)*	Date Signed
Jim Barnaby	**1 July 2023**

Printed Name and Title of Person Signing
Jim Barnaby, Deputy Commissioner, State Purchasing

Address
200 Piedmont Avenue, S.E., Ste 1804, West Tower, Atlanta, Georgia 30334-9010

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STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1
Contract Terms and Conditions for Goods and Ancillary Services

A. DEFINITIONS AND GENERAL INFORMATION

1. Definitions. The following words shall be defined as set forth below:

(i) "**Agency"** means the Department of Administrative Services of the State of Georgia.

(ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the goods and services as awarded and may also denote the Contractor providing such goods and services.

(iii) **"Contract"** or **"Statewide Contract"** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.

(iv) **"Contractor"** means the provider(s) of the goods and services under the Statewide Contract.

(v) **"Purchase Instrument"** means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.

(vi) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.

(vii) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the goods and/or services that are subject to the Statewide Contract.

(viii) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.

(ix) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for goods and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

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(x) **"User Agency"** or **"User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

2. **Certified Source of Goods and Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the goods and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.

3. **Priority of Contract Provisions**. Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.

4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.

3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services.

C. DESCRIPTION OF GOODS AND SERVICES

1. **Specifications in Bidding Documents.** The Contractor shall provide all goods, services, and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response.

2. **Product Shipment and Delivery.** All products shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will

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remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered.

3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.

4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the goods and services sold pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases.

2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

   Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any goods or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or product as required by the Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such service or product is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered.

4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

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E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:

   (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;

   (ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

   (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or

   (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:

   (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;

   (ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;

   (iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;

   (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

   (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;

   (vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or

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(vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.

3. **Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:

   (i) Immediately terminate the Statewide Contract without additional written notice; and/or

   (ii) Procure substitute goods or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,

   (iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.

4. **Termination Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to the User Agencies up to and including the date of termination.

5. **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

   (i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or

   (ii) The Agency's duties are substantially modified.

6. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:

   (i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;

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(ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;

(iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;

(iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the User Agencies any payments made by the User Agencies for goods and services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

1. Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:

(i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;

(ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

(iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Statewide Contract; and

(iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

The private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or User Agencies may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

2. No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.

3. Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.

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4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.

5. **Survives Termination.** The Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:

   (i) Any breach of the Statewide Contract;

   (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;

   (iii) Any failure of goods to comply with applicable specifications, warranties, and certifications under the Statewide Contract;

   (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the goods or any parts thereof provided under the Statewide Contract;

   (v) Claims, demands, or lawsuits that, with respect to the goods or any parts thereof, allege product liability, strict product liability, or any variation thereof;

   (vi) The Contractor's performance or attempted performance of the Statewide Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;

   (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract; to the extent caused by the contractor

   (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;

   (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

   (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.

   (X1. This indemnification shall not apply to the manufacture or assembly of the Goods, or the use, operation, custody or control of the Goods by the State or any third party designated by the State.

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the

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Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the software constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

   In case any of the software is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

   (i) Procure for the State the right to continue using the software;

   (ii) Replace or modify the same so that it becomes non-infringing; or

   (iii) Remove the same and cancel any future charges pertaining thereto.

   Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

   (i) Compliance with designs, plans or specifications furnished by or on behalf of the Agency as to the software;

   (ii) Use of the software in combination with apparatus or devices not supplied by Contractor;

   (iii) Use of the software in a manner for which the same was neither designed nor contemplated; or

   (iv) The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

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H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

I. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the Statewide Contract Form.

J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.

2. **Warranty – Nonconforming Goods.** All goods delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.

3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the goods provided under the Statewide Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

4. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person,

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firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.

6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.

7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.

8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies.

9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.

10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.

11. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

K. PRODUCT RECALL

In the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

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L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

   (i) First, by giving preference to the Statewide Contract Terms and Conditions.

   (ii) Second, by giving preference to the specific provisions of the RFX.

   (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.

2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.

3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

4. **Drug-free Workplace.** The Contractor hereby certifies as follows:

   (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and

   (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and

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(iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

(i) Contractor has made false certification here in above; or

(ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5. Amendments. The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.

6. Third Party Beneficiaries. There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.

7. Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

8. Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation. In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars ($5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

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No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

10. **Use of Third Parties.** Except as may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.

11. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.

12. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

13. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.

14. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.

15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract.

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16. Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

17. Notice. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:

(i) At the time it is actually received; or,

(ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

(iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

18. Cumulative Rights. The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. Severability. If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.

20. Time is of the Essence. Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.

21. Authorization. The persons signing this Statewide Contract represent and warrant to the other parties that:

(i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and

(ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

22. Successors in Interest. All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

23. Record Retention and Access. The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

24. Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

25. Public Records. The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

26. Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

27. Debarred, Suspended, and Ineligible Status. Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

28. Use of Name or Intellectual Property. Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.

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29. **Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.

30. **Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

31. **Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.

32. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Statewide Contract.

    No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

33. **Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.

34. **Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

35. **Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.

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36. Transition Cooperation and Cooperation with other Contractors. Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

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CONTRACT AMENDMENT # 2
RENEWAL # 1
REMAINING RENEWALS # 2

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services ("DOAS")
Supplier's Full Legal Name:	ABC Bus, Inc.
Contract Number:	99999-SPD-SPD0000212-0010
Contract Description:	Public Mass Transit Vehicles and Related Options, Equipment, and Accessories
Contract Start Date:	7/1/2023
Current Contract Term:	7/1/2023 – 6/30/2025

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	7/1/2025
End Date of New Contract Term:	6/30/2026

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

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2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	ABC Bus, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	George Altevogt, Vice President SVT
Date:	March 19, 2025
Company Address:	17469 West Colonial Drive Winter Garden, FL 34787

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commission – State Purchasing
Date:	4/28/2025
Company Address:	200 Piedmont Avenue, S.E. Suite 1804, West Tower Atlanta, Georgia 30334-9010

CONTRACT AMENDMENT # 1

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date listed below or upon final signature of this amendment, whichever is first.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Supplier's Legal Name:	ABC Bus, Inc.
Contract Number:	99999-SPD-SPD0000212-0010
Contract Description:	Public Mass Transit Vehicles and Related Options, Equipment, and Accessories
Current Contract Term:	7/1/2023 – 6/30/2025

Whereas the Contract is in effect through the Current Contract Term as defined above; and the parties desire to amend the Statewide contract to establish the pricing/pricing schedule for the above listed supplier awarded under this Statewide Contract.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **PRICING:** The pricing for the vehicles offered under this Statewide Contract is hereby amended to reflect the pricing schedule shown in **Exhibit A.**

2. **EFFECTIVE DATE:** March 15, 2025

3. **SUCCESSORS AND ASSIGNS**. This Amendment shall be binding upon and incur to the benefit of the successors and permitted assigns of the parties hereto.

4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	ABC Bus, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	George Altevogt, Vice President, SVT
Date:	February 24, 2025
Company Address:	17469 W. Colonial Drive Winter Garden, FL 34787

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	
Company Address:	200 Piedmont Avenue, S.E., Suite 1804, West Tower Atlanta, Georgia 30334-9010

Exhibit A Pricing Schedule

ABC Bus, Inc.

99999-SPD-SPD0000212-0010

Amendment #1

The following are the approved prices for the respective vehicles approved under the Statewide contract for Public Mass Transit Vehicles and Related Options, Equipment, and Accessories with ABC Bus, Inc.

Category	Supplier	Vehicle Description	Make/Model	New Price
1: Coach Buses	ABC Bus, Inc.	1-1A: 45 Ft Surburban/Commuter/Coach	Van Hool, CX45	$570,375.30
1: Coach Buses	ABC Bus, Inc.	1-1C: 45 Ft Surburban/Commuter/Coach Electric	Van Hool, CX45E	$1,090,973.62
1: Coach Buses	ABC Bus, Inc.	1-3A: 35 Ft Surburban/Commuter/Coach	Van Hool, CX35	$493,727.47
1: Coach Buses	ABC Bus, Inc.	1-5A: Any Length Other Coaches-(Specify Length)	Van Hool, TDX25 (45-ft., double decker)	$941,808.50
1: Coach Buses	ABC Bus, Inc.	1-6C: Prison Coach - All Seg Cell	Van Hool, CX45-Prison Coach Conversion	$686,740.45
2: Transit Buses	ABC Bus, Inc.	2-3A: 35 ft to 39 ft 11 in Heavy Duty	Hometown Manufacturing Urban	$485,280.77
2: Transit Buses	ABC Bus, Inc.	2-3C: 35 ft to 39 ft 11 in Heavy Duty - Electric	Hometown Manufacturing Urban EV	$1,020,997.23
2: Transit Buses	ABC Bus, Inc.	2-4A: 30 ft to 34 ft 11 in Heavy Duty	Hometown Manufacturing Urban	$477,838.91
2: Transit Buses	ABC Bus, Inc.	2-4C: 30 ft to 34 ft 11 in Heavy Duty - Electric	Hometown Manufacturing Urban EV	$980,605.75
2: Transit Buses	ABC Bus, Inc.	2-6C: 30 ft to 34 ft 11 in Medium Duty Electric	VMC Lightning	$567,977.58
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-2A: 20 ft Light Transit Vehicle-11,500 GVWR Min HF	Turtle Top Terra Transit MD	$103,004.89
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-2B: 20 ft Light Transit Vehicle-11,500 GVWR Min HF	Turtle Top Odyssey	$109,011.67
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-3A: 20 ft Light Transit Vehicle-11,500 GVWR Min HF Narrow Body	Turtle Top VanTerra	$104,696.18
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-3B: 20 ft Light Transit Vehicle-11,500 GVWR Min HF Narrow Body	Turtle Top Terra Transit LD	$108,826.25
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-4A: 22 ft Light Transit Vehicle-11,500 GVWR Min HF	Turtle Top Terra Transit MD	$109,165.26

4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-4B: 22 ft Light Transit Vehicle-11,500 GVWR Min HF	New England Wheels Frontrunner	$187,792.26
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-4C: 22 ft Light Transit Vehicle-11,500 GVWR Min HF - Electric	Turtle Top Transit MD - EV Upfit (UES)	$254,255.33
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-5A: 25 ft Light Transit Vehicle-14,200 GVWR Min HF	Turtle Top Terra Transit MD	$115,362.25
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-5B: 25 ft Light Transit Vehicle-14,200 GVWR Min HF	Turtle Top Odyssey	$121,538.65
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-5C: 25 ft Light Transit Vehicle-14,200 GVWR Min HF - Electric	Optimal EV S1	$358,174.61
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-6A: 28 ft Light Transit Vehicle-14,200 GVWR Min HF	Turtle Top Terra Transit MD	$119,810.32
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-6B: 28 ft Light Transit Vehicle-14,200 GVWR Min HF	Turtle Top Odyssey	$124,648.19
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-7A: GDOT Cutaway Shuttle Bus	Turtle Top Terra Transit MD - All Passenger	$111,881.24
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-7B: GDOT Cutaway Shuttle Bus	Turtle Top Terra Transit MD - ADA	$115,617.96
5: Medium Duty Cutaway Buses	ABC Bus, Inc.	5-1: 28 ft Medium Transit Vehicle-22,000 GVWR Min HF Front Engine Rail	Turtle Top Terra Transit HD Ford F550	$133,048.30
5: Medium Duty Cutaway Buses	ABC Bus, Inc.	5-2: 30 Ft Medium Transit Vehicle-22,000 GVWR Min HF Front Engine Rail	Turtle Top Terra Transit HD Ford F550	$136,285.18
5: Medium Duty Cutaway Buses	ABC Bus, Inc.	5-3: 32 Ft Medium Transit Vehicle- 22,000 GVWR Min HF Front Engine Rail	Turtle Top Terra Transit HD Ford F551	$143,188.27
5: Medium Duty Cutaway Buses	ABC Bus, Inc.	5-4: 34 Ft Medium Transit Vehicle-26,000 GVWR Min HF Front Engine Rail	Turtle Top Terra Transit HD FCCC S2C	$180,656.20
5: Medium Duty Cutaway Buses	ABC Bus, Inc.	5-5: 36 Ft Medium Transit Vehicle-26,000 GVWR Min HF Front Engine Rail	Terra Transit HD FCCC S2C	$184,293.80
5: Medium Duty Cutaway Buses	ABC Bus, Inc.	5-6: 38 Ft Medium Transit Vehicle-26,000 GVWR Min HF Front Engine Rail	Turtle Top Terra Transit HD FCCC S2C	$188,779.17
6: OEM Mobility Vans	ABC Bus, Inc.	6-2A: Other Modified ADA Transit Vans	T-350 HD 148" EL High Roof XLT DRW RWD U4X	$97,855.18
6: OEM Mobility Vans	ABC Bus, Inc.	6-2B: Other Modified ADA Transit Vans	Sunset Vans - 159RP Low Floor	$146,440.77
6: OEM Mobility Vans	ABC Bus, Inc.	6-2C: Other Modified ADA Transit Vans- Electric (Submit Specifications)	Electric T-350 148" EL High Roof RWD W3X	$105,664.97
6: OEM Mobility Vans	ABC Bus, Inc.	6-3A: Other Modified Non-ADA Transit Vans	T-350 HD 148" EL High Roof XLT DRW RWD U4X	$86,620.82
6: OEM Mobility Vans	ABC Bus, Inc.	6-3C: Other Modified Non- ADA Transit Vans- Electric (Submit Specifications)	Electric T-350 148" EL High Roof RWD W3X	$95,613.40
6: OEM Mobility Vans	ABC Bus, Inc.	6-5A: GDOT Shuttle Van	Turtle Top Terra Transit MD - All Passenger	$102,591.14

6: OEM Mobility Vans	ABC Bus, Inc.	6-5B: GDOT Shuttle Van	Turtle Top Terra Transit MD - ADA	$111,546.21
6: OEM Mobility Vans	ABC Bus, Inc.	6-1A: OEM Modified ADA Mobility Modified Mini-Van Rear Entry	BraunAbility/Chry sler Voyager	$96,087.06
7: Other Mobility Vans	ABC Bus, Inc.	7-2: Other Mobility Van- Electric	E-T350 148" Med Roof RWD W9C	$81,629.52
7: Other Mobility Vans	ABC Bus, Inc.	7-3: Other Mobility Van (Conversion)	T-350 HD 148" Med Roof XL RWD X2C	$72,341.38

RESOLUTION NO. 2025-RT-39

AUTHORIZING THE CITY MANAGER TO PURCHASE THREE (3) PARATRANSIT VANS IN THE AMOUNT OF $415,638.78 UTILIZING THE STATEWIDE GEORGIA DOAS CONTRACT #99999-SPD-SPD0000212-0010 FROM VENDOR ABC COMPANIES. FUNDING IS AVAILABLE IN THE TRANSIT CAPITAL GRANTS, FTA SECTION 5310 GRANT NUMBER TX-2022-005 FUND – FTA SHARE $300,000.00 AND LOCAL MATCH OF $75,000.00. THE REMAINING BALANCE OF $40,638.78 IS AVAILABLE IN THE 2017 CO BOND.

WHEREAS, the City of Laredo, Texas, authorizes the City Manager to approve the purchase of three (3) paratransit vans; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AND THE MAYOR OF CITY OF LAREDO THAT:

Section 1. Authorizing the City Manager to submit all the necessary paperwork to purchase Capital Outlay; and

Section 2. Authorizing the City Manager to finalize the purchase of three (3) paratransit vans utilizing the FTA Section 5310 grant TX-2022-005 and funding from the 2017 CO Bond.

PASSED BY THE LAREDO MASS TRANSIT BOARD AND APPROVED BY THE MAYOR ON THIS_____DAY OF_____2025.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 9/15/2025 **Laredo Mass Transit Board 51.**

SUBJECT
Authorizing the City Manager to accept and execute the Texas Department of Transportation State Urban Grant No. STATE-U-2025-LAREDO-00069 for fiscal year 2026 in the amount of $603,669.00. This grant provides financial assistance with the operating expenses for El Metro fixed-route and El Lift prevention maintenance. The grant period will be from October 1, 2025 to September 30, 2026. There is no local match required for this grant. Funding is available in the Transit State Operating Grant Fund.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
On July 31,2025, the Texas Transportation Commission approved the minutes to award $97,714,109.00 in state and Federal Transit Administration (FTA) program funds to support a variety of public transportation needs in rural and urbanized areas of the state. An award of $5,182,847.00 of these state funds were designated to the transit district serving the large urbanized areas, of which Laredo is included.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this resolution in order to continue El Lift Operations.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Transit - State Operating Fund
Account #:	518-0000-323-2001
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Funding is available in the Transit System - State Operating Fund.

General Information

Application Instructions	Application Instructions
Agency Name	*Laredo, City of*
Person to be contacted regarding **this** application	
First Name *	*Eloisa*
Last Name *	*Mascorro*
Phone Number *	*(956) 795-2288*
Email Address *	*emascorro@ci.laredo.tx.us*
By checking this box, you are indicating that the service profile for this organization is accurate. *	*[X]*
Project Service Area *	*[X]*Urban *[ ]*Rural
If "Urban" is selected, please select the urbanized area.*	*Laredo*

General Information

1. Describe the proposed project(s) for which the funds will be used. *

The City of Laredo and the Laredo Transit Management Inc. (El Metro) will use these grants funds for capital preventative maintenance expenses for Fixed Route and ADA Complementary Paratransit services within the city limits of Laredo. The Transit Bus System operates a total of 21 fixed bus routes Monday thru Sunday 363 days a year. The Paratransit services include 16 accessible vans. The Paratransit service operates the same hours as fixed route with the exception of 3 days of the week that the service starts as 5:00 AM to transport clients to dialysis centers. Grant funds will use for maintaining and operating El Metro paratransit fleet. El Metro operates a "pulse" system with a main transfer station located in the downtown area in Laredo just a few blocks from Nuevo Laredo, Mexico. El Metro operates a local service in the city limits and Paratransit service is limited to 3/4 of a mile of the nearest bus route. Grant funds will be for Preventative Maintenance expenses in the amount of $603,669.00. under ALI Code 11-7A.00. These funds will be used to assist on the Personnel Expenses at a 100%.

Hours of Operation
Fixed Route Demand Response
Weekdays 6:00 am to 5:00 am to
10:00 pm 10:00 pm (MWF)
5:30 am to
10:00 pm (TTH)
Saturdays 6:00 am to 6:00 am to
10:00 pm 10:00 pm
Sundays 7:00 am to 7:00 am to
7:30 pm 7:30 pm

2. Describe how the need/demand for the proposed project(s) was determined. *

As the city's only public transportation provider, El Metro will used the funds to continue public paratransit service to the citizens and visitors of Laredo. The city has a population grown almost to 300,000 or over and continues to grow. The bus system has been operational since 1975. Total ridership is expected to reach 1.9 million rides in fiscal year 2025. In November of 2021, the US/Mexico border opened for all essential and non-essential travelers; however, an increase of ridership was noted the ridership was not as high as expected. The area schools are now fully operational including the higher education facilities. The grant funds are estimated to be used for Personnel expenses in the amount of $603,669.00.

3. Describe the anticipated benefits of the project. *

The anticipated benefit of the project is to continue public bus service for the citizens and visitors of Laredo. The majority of the ridership are transit dependent of public transportation. The riders that were recently surveyed do not own a vehicle and use the Metro bus more than 3 times a week. As a result, it is critical for these grant funds to continue the bus service for these riders to go to work, school, hospice, doctor's visits or just shopping that depend on the Metro bus and van services. We expect to have additional increase of riders as the US/Mexico are now open for all travelers and now with the high prices of gasoline at the fuel pump including the rising foods costs could have an impact in ridership increase.

4. Identify and describe methods to procure goods and/or services related to this project.

Laredo Transit Management, Inc. (LTMI) will be using the LTMI Purchasing and Procurement Policy manual revised and approved by the Federal Transit Administration (FTA). This policy will be used for the purchase of parts, oil, fuel and shop equipment. In addition, LTMI will also follow the City of Laredo Payroll Policy and Procedures for payroll expenses in this project.

5. If vendors have been previously selected, complete the following.

Vendor Name	**Description of goods/services**

6. Is the proposed project consistent with continuing, cooperating, and comprehensive regional transportation planning implemented in accordance with 49 U.S.C. §5301? *

*[ ]*Yes *[X]*No

Attachments

Upload any additional documents relevant to this application per the application's instructions.

Description	Upload
El Metro Routes	*Routes combined.pdf*

Vehicle and Other Capital Projects

Vehicle Projects

Vehicle projects include the purchase, rebuild and overhaul of vehicles.

1. Are Vehicle Capital expenses part of the proposed project? *

[ ]Yes [X]No

[ ]Yes [ ]No

Other Capital

Other Capital includes, but is not limited to: shop equipment, hardware and/or software, preventive maintenance, purchase of service, and other miscellaneous equipment.

5. Are Other Capital expenses part of the proposed project description? *

[ ]Yes [X]No

Construction and Rehabilitation Projects

Construction and Rehabilitation Projects
Construction and Rehabilitation Projects can include the following phases:
Planning, Preliminary Engineering (including environmental review), Final Design and Real Estate Acquisition, Construction/Rehabilitation.

1. Are Construction and/or Rehabilitation related expenses part of the proposed project? *

*[ ]*Yes *[X]*No

FTA Region 6 Categorical Exclusion Worksheet

$

$* *$

$* *$ *$*

Obligation Certification

As an authorized official of the *Laredo, City of*
I certify to the following:

1. The information presented in the application is true and accurate to the best of my knowledge.
2. I have not intentionally made any misstatements or misrepresented the facts.
3. The organization has the resources and technical capacity to support the project.
4. The organization has the resources and technical capacity to provide the required match.
5. The organization uses generally accepted accounting standards for its financial recordkeeping functions.
6. The organization will participate in a continuous, comprehensive dialogue throughout the life of the project. This includes but is not limited to:
   - On-Site monitoring by TxDOT personnel
   - Timely submission of required reports
   - Timely written notification of events that will affect the outcome of the project
7. The organization will comply with all applicable federal, state, and local laws and regulations. This includes but is not limited to:
   - Annual Certifications and Assurances
   - Master grant agreements
   - Project grant agreements
   - Applicable federal program circulars and similar federal and state guidance
8. Applicant Affirmation: Compensation has not been received for participation in the preparation of the specifications for this call for projects.

[X] By checking and completing this document I certify that the above statements are true and that I have the authority to sign this document.

Name	Title	Date
Eloisa Mascorro	*Grant Administrator*	*Jul 24 2025 9:57AM*

Facilities Specific Evaluation

Will this project involve construction, alteration, repair, or purchase of buildings, structures, or other real property? *

[ ] Yes *[X]* No

$ $ $ $ $ $ $

Budget and Milestones

Agency Name *Laredo, City of*

Program Type *Urban State Program - 2025 Cycle*

Does this budget include indirect costs? * *[ ]*Yes *[X]*No

If yes, please enter the Indirect Rate *0.00%*

Attachments
You may upload additional documentation here.
(If this budget includes In-Kind funds you are required to upload supporting documentation.)

Description	Upload

When entering budget line items, fill out a row and then press the save button for additional rows.

Description	Scope	Suffix #	TPN	Fuel Type	# of Units	Award Amount	State Match	Local Match	In-Kind Match	Total Funds	TDC Requested?	TDC Match Ratio	TDC Amount	Estimated RFP/IFB Issued	Estimated Contract Award	Estimated First Vehicle Delivered	Estimated Last Vehicle Delivered	Estimated Contract Complete
				Preventive Maintenance - 11.7A.00						*$603,669*	*$*	*$*	*$603,669*	*[ ]*		*09/01/2025*		*08/31/2026*
Subtotal:										*$603,669*	*$0*	*$0*	*$0*		*$603,669*			

PGA Signature

Project Grant Agreement

Sub-Recipient Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name Title Date

PTC Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name Title Date

Additional Attachments

Description File Upload

Project Grant Agreement PDF

File Upload

RESOLUTION NO. 2025-RT-40

AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE THE TEXAS DEPARTMENT OF TRANSPORTATION STATE URBAN GRANT NO. STATE-U-2025-LAREDO-00069 FOR FISCAL YEAR 2026 IN THE AMOUNT OF $603,669.00. THIS GRANT PROVIDES FINANCIAL ASSISTANCE WITH THE OPERATING EXPENSES FOR EL METRO FIXED-ROUTE AND EL LIFT PREVENTATIVE MAINTENANCE. THE GRANT PERIOD WILL BE FROM OCTOBER 1, 2025 TO SEPTEMBER 30, 2026. THERE IS NO LOCAL MATCH REQUIRED FOR THIS GRANT. FUNDING IS AVAILABLE IN THE TRANSIT STATE OPERATING GRANT FUND.

WHEREAS, the Texas Department of Transportation is prepared to award a grant to the City of Laredo for public transportation use in the amount of $603,669.00 with no local match required; and

WHEREAS, in Minute Order No. 116975, approved on July 31, 2025, by the Texas Transportation Commission authorized to award $95 million for FY 2025 for public transportation projects for large urban, small urban, and rural transit districts areas; and

WHEREAS, the Laredo Mass Transit Board finds it to be in the best interests for the City Manager to accept and execute the grant application No. STATE-U-2025-LAREDO-00069 for $603,669.00 to cover operating expenses Preventative Maintenance for Fixed Route Bus and Paratransit Services.

WHEREAS, the grant will be expensed in FY 2026. There is no local match for this grant.

NOW THEREFORE, BE IT RESOLVED BY THE LAREDO MASS TRANSIT BOARD OF THE CITY OF LAREDO THAT:

Section 1. the City Manager and staff are authorized to accept and execute the grant application to the Texas Department of Transportation of State Grant Funds program in the amount of $603,669.00; and

Section 2. the Minute Order 116975 was approved on July 31, 2025 by the Texas Transportation Commission to award $95 million for FY2025 for public transportation projects for large urban, small urban and rural transit districts areas; and

Section 3. the grant funds shall be deposited in the City of Laredo Transit Fund.

PASSED BY THE LAREDO MASS TRANSIT BOARD AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 9/15/2025 **Laredo Mass Transit Board 52.**

SUBJECT
Authorizing the City Manager to purchase a Stertil-Koni Mobile Column Lift in the amount of $56,690.98. This purchase will be utilizing the Reeder Distributors, Inc. Buy Board National CO-OP No. 715-23. This mobile column lift is used at the El Metro Maintenance shop by the mechanics when making vehicle repairs. Funding is available in the Transit Center Fund.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
El Metro shop currently has a wire mobile lift that is 17 years old, which exceeds their expected useful life of 15 years. Given its age and the frequency of repairs needed, El Metro has concerns that any further attempts to repair these lifts may result in a safety hazard and a long-term liability. Therefore, acquiring a new mobile lift will assure the mechanics their safety and reliability of the equipment when doing vehicle repairs.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this resolution.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Transit System - Building/Grounds
Account #:	518-5430-585-9001
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the Transit System - Building/Grounds account number 518-5430-585-9001. Insufficient Appropriation Notice (IAN) #60567 is in process for this purchase.

REEDER DISTRIBUTORS, INC.

Sales, Service, Maintenance, Inspections, Installations, & Warranty Work

QUOTE

Equipment Division
5450 Wilbarger St.
Fort Worth, TX 76119
817-429-5957
www.ReederDistributors.com

PREPARED FOR:

EL Metro Transit
Adrian Chavera
401 Scott Street
Laredo, TX 78042
956-307-1971

L/F	Customer Number	Reeder Sales Representative	Mobile Phone	Email	Date
		Adam Kelley	210-501-8423	akelley@rdinc.us	8/18/25

QTY	PART #	DESCRIPTION	EACH	LINE TOTAL
4	ST-1085-FWA	1 SET OF (4): STERTIL-KONI MOBILE COLUMN LIFTS:	$ 13,932.36	$ 55,729.44
		18,500 LBS. PER COLUMN = 74,000 LBS. TOTAL LIFTING CAPACITY,		
		24 VOLTS BATTERY OPERATED, COMPLETELY WIRELESS OPERATIONS,		
		NEW "EBRIGHT" CONTROL SYSTEM, CONTROL PANEL ON EACH COLUMN,		
		ADJUSTABLE FORKS, ALI CERTIFIED. MADE IN USA!		
		ALL SET UP AND TRAINING INCLUDED WITH THIS QUOTE		
		STERTIL-KONI STANDARD WARRANTY:		
		5 YEARS HYDRAULICS/2 YEARS PARTS/1 YEAR LABOR		
		LOCAL SUPPORT AND SERVICE PROVIDED BY:		
		REEDER DISTRIBUTORS, INC. - ADAM KELLEY		
		REEDER DISTRIBUTORS, INC. - BUY BOARD NATIONAL CO-OP QUOTE:		
		AUTOMOTIVE PARTS, FLUIDS, MAINTENANCE AND EQUIPMENT		
		PROPOSAL # 715-23		

QUOTE PROVIDED IS FOR THE ABOVE ITEMS ONLY. UNLESS STATED OTHERWISE, THIS QUOTE DOES NOT INCLUDE ANY ELECTRICAL, CONCRETE, OR EXCAVATION WORK. QUOTE VALID FOR 7 DAYS
.
NOTE: DUE TO CURRENT MARKET VOLATILITY AND IMPENDING TARIFFS, ANY TARIFFS THAT ARE APPLIED TO THIS ORDER WILL BE PASSED THROUGH TO THE CUSTOMER AT THE TIME OF INVOICING.

SUBTOTAL	$ 55,729.44
FREIGHT	$ 961.54
SALES TAX	$ -
TOTAL INVESTMENT	**$ 56,690.98**

Accepted By: _____ PO#_____ Date:_____

THANK YOU FOR YOUR BUSINESS!

Menu

BuyBoard Vendor Contract Information Summary

Vendor	Reeder Distributors, Inc.
Contact	Chris Bussey
Phone	817-682-4958
Email	chris@rdinc.us
Vendor Website	www.reederdistributors.com
TIN	75-1457057
Address Line 1	5450 Wilbarger St.
Vendor City	Fort Worth
Vendor Zip	76119
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	Arkansas, Louisiana, Oklahoma, Texas
Contract Name	Automotive Parts, Fluids, Equipment, Maintenance Services
Contract No.	715-23
Effective	12/01/2023
Expiration	11/30/2026
Accepts RFQs	Yes

8/25/2025 3:51 PM

City of Laredo

City Council

Meeting Date: 9/15/2025 **Council Item 53.**

City of Laredo

City Council

Meeting Date: 9/15/2025 **Council Item 54.**

City of Laredo

City Council

Meeting Date: 9/15/2025 **Council Item 55.**

City of Laredo

City Council

Meeting Date: 9/15/2025 **Council Item 56.**

Resolution No. _____
City of Laredo, State of Texas

Resolution urging the Environmental Protection Agency to continue to enforce the Greenhouse Gas Endangerment Finding and Motor Vehicle Greenhouse Gas Standards

WHEREAS, on July 29, 2025, the Environmental Protection Agency (EPA) has proposed to rollback its 2009 Greenhouse Gas Endangerment Finding and all motor vehicle greenhouse gas standards; and

WHEREAS, the 2009 Endangerment Finding that a mix of six greenhouse gases endangers public health and welfare represents one of the most thoroughly vetted scientific determinations in EPA's history. In the intervening 16 years, the scientific evidence has only grown stronger; and

WHEREAS, the Endangerment Finding is a legal prerequisite for regulation of greenhouse gas emissions, allowing EPA to reduce harmful pollution from power plants, cars and trucks, and oil and gas operations. If the Finding is rescinded, the increase in emissions and resulting climatic impacts will be devastating; and

WHEREAS, the City of Laredo, as the largest port of entry in the Western Hemisphere with the majority of trade occurring with tractor-trailer transport with approximately between 14,000 and 18,000 commercial trucks crossing two international bridges **daily** and with approximately between 11,000 and 13,000 non-commercial vehicular traffic crossing three international bridges **daily**, is poised to see an exponential rise of gas emissions if the regulations of greenhouse gases are dismantled; and

WHEREAS, the combustion of fossil fuels such as gasoline and diesel to transport people and goods was the largest source of CO2 emissions in 2022, accounting for 35% of total U.S. CO2 emissions and 28% of total U.S. greenhouse gas emissions. This category includes domestic transportation sources such as highway and passenger vehicles, air travel, marine transportation, and rail (source: epa.gov); and

WHEREAS, the City of Laredo to this day depends solely on the Rio Grande river for its potable water, a river that has been named by the American Rivers as 5th on the 2025 list of America's Most Endangered Rivers® in the United States due to its declining flows from extreme heat and prolonged drought, believed to be exacerbated by a warming climate, and growing demand. Flows have been reduced by more than 30% in recent decades, according to the latest International Boundary and Water Commission (IBWC) data. Today, less than one-fifth of the river's flows reach the Gulf (source: amercianrivers.org); and

WHEREAS, diesel and gas engine emissions are harmful, increasing the risk of asthma, respiratory illnesses, heart disease, and cancer, particularly for children, the elderly, and those with pre-existing conditions. Immediate effects can include eye, nose, throat, and lung irritation, headaches, and nausea, while chronic exposure is linked to more severe outcomes like heart attacks, lung cancer, and reduced lung function. These pollutants also contribute to the formation of ground-level ozone, which further harms respiratory health and eco-systems; and

WHEREAS, the City of Laredo has a vested interest in protecting the public health of its citizens, as they bear the burden of these pollution impacts in order that the economic prosperity of the nation is enabled by Laredo's Port operations. The observable impacts of climate change are no longer distant projections. To suggest that this vast and ever-growing body of scientific evidence is now invalid is to reject objective reality and would require EPA to ignore overwhelming scientific consensus and its own prior determinations; and

WHEREAS, the City of Laredo recognizes that consideration of local government impacts is entirely within EPA's purview under the Clean Air Act, and yet the EPA fails to consider—or even mention—local government interests in this Proposal while also failing to address key factual findings underlying the Endangerment Finding and Motor Vehicles Standards,

NOW, THEREFORE, BE IT:

RESOLVED, that the City of Laredo, Texas, urges the Environmental Protection Agency to continue to uphold the Greenhouse Gas Endangerment Finding and Motor Vehicles Greenhouse Gas Standards without delay, and

BE IT FURTHER RESOLVED, that the City Manager or City Clerk, no later than September 21, 2025, shall submit this Resolution as allowed by EPA's comment-gathering process to https://www.regulations.gov/commenton/EPA-HQ-OAR-2025-0194-0093.

PASSED AND ADOPTED as a resolution of the City Council of the City of Laredo, State of Texas, at its regularly scheduled meeting held on September 15, 2025.

City of Laredo

City Council

Meeting Date: 9/15/2025 **Council Item 57.**

City of Laredo

City Council

Meeting Date: 9/15/2025 **Council Item 58.**

City of Laredo

City Council

Meeting Date: 9/15/2025 **Council Item 59.**

City of Laredo

City Council

Meeting Date: 9/15/2025 **Council Item 60.**

City of Laredo

City Council

Meeting Date: 9/15/2025 **Council Item 61.**

City of Laredo

City Council

Meeting Date: 9/15/2025 **Council Item 62.**

City of Laredo

City Council

Meeting Date: 9/15/2025 **Council Item 63.**

Docusign Envelope ID: 5A602AF4-301B-4135-A792-7959034003B8

CONTRACT AMENDMENT # 2
RENEWAL # 1
REMAINING RENEWALS # 2

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services ("DOAS")
Supplier's Full Legal Name:	ABC Bus, Inc.
Contract Number:	99999-SPD-SPD0000212-0010
Contract Description:	Public Mass Transit Vehicles and Related Options, Equipment, and Accessories
Contract Start Date:	7/1/2023
Current Contract Term:	7/1/2023 – 6/30/2025

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	7/1/2025
End Date of New Contract Term:	6/30/2026

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

Docusign Envelope ID: 5A602AF4-301B-4135-A792-7959034003B8

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	ABC Bus, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	George Altevogt, Vice President SVT
Date:	March 19, 2025
Company Address:	17469 West Colonial Drive Winter Garden, FL 34787

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commission – State Purchasing
Date:	4/28/2025
Company Address:	200 Piedmont Avenue, S.E. Suite 1804, West Tower Atlanta, Georgia 30334-9010