

CITY OF LAREDO

CITY COUNCIL MEETING

A-2011-R-01

CITY COUNCIL CHAMBERS

1110 HOUSTON STREET

LAREDO, TEXAS 78040

JANUARY 3, 2011

5:30 P.M.



DISABILITY ACCESS STATEMENT



Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact Gustavo Guevara, City Secretary at (956) 791-7308 at least two working days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at City Hall, 1100 Victoria Ave.

Out of consideration for all attendees of the City Council meetings, please turn off all cellular phones and pagers, or place on inaudible signal. Thank you for your consideration.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. MINUTES

Approval of the minutes of December 20, 2010

V. COMMUNICATIONS AND RECOGNITIONS

Recognitions

- a. Recognizing Miss Ana Laura Lozano for being selected to represent Texas at the 2011 Miss Teen America Pageant to be held in Nashville, Tennessee, on January 13-16, 2011.

Communiqués

- a. Presentation by Susan Foster, President of the Washington's Birthday Celebration Association (WBCA), regarding the upcoming WBCA events with the presentation of the 2011 WBCA poster to the Mayor and City Council.

Citizen comments

Citizens are required to fill out a witness card and identify themselves at the microphone. Comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted. There is a time limit of three minutes per speaker.

VI. INTRODUCTORY ORDINANCES

1. Authorizing the City Manager to convey an easement and right of way to AEP Texas Central Company located at, and to serve, the North Laredo Wastewater Treatment Plant, one (1) conveyance over a 0.1034 acre (4,502.68 sq ft) parcel as described in easement conveyance attached as exhibit 1; and providing for an effective date. **(Approved by Operations Committee)**
2. Authorizing the City Manager to execute a License Agreement between the City of Laredo, Texas, and New Cingular Wireless PCS, LLC., a Delaware Limited Liability Company, for space on the tower located at 1600 Water Street, for installation and operation of antennae facilities. Term of the lease is five (5) years, with three (3) successive renewal terms of five (5) years. Annual base rent shall be \$15,000.00 with a four percent (4%) increase on each anniversary of the commencement date; and providing for effective date. **(Approved by Operations Committee)**

VII. FINAL READING OF ORDINANCES

3. **2011-O-001** Authorizing the City Manager to accept an Economic Development Initiative-Special Project Grant (EDI-SP) from the Department of Housing and Urban Development (HUD) in the amount of \$200,000.00 for improvements to the Laredo Little Theatre and amend the City of Laredo Fiscal Year 2011 Capital Grants Fund annual budget by appropriating revenues and expenditures in the amount of \$200,000.00 for the design, construction and purchase of improvements for the Laredo Little Theatre Project.

2011-O-002 Amending the City of Laredo FY 2010-2011 Police Trust Fund annual budget by appropriating expenditures in the amount of \$1,800,000.00. Funding will be used to purchase operational materials, supplies, training and capital outlay equipment to include surveillance equipment, tactical equipment, patrol and officer safety equipment, and other needed items. Funding is available in the Police Trust Fund opening balance. **(AS AMENDED)**

2011-O-003 Authorizing the City Manager to accept and execute an advance funding agreement with the Texas Department of Transportation in the amount of \$318,545.84 (CSJ. No. 0922-33-139 being \$299,949.00 in Federal Funds and \$18,596.84 State Funds) with a local match of \$43,492.61 for a total of \$362,492.61 for the design and construction of Phase 1D of The Manadas Creek Hike and Bike Trail, and amending the City of Laredo's FY 2010-2011 annual budget for the Environmental Services Department by appropriating the said grant funds to the appropriate expenditure accounts.

2011-O-004 Amending the City of Laredo's FY 2010-2011 9-1-1 Regional Administration Fund budget by decreasing revenues and expenditures in the amount of \$86,725.00 for the period beginning September 1, 2010 and ending August 31, 2011. The Commission on State Emergency Communication has approved this strategic plan amendment. This decrease is due to state-wide budget reductions requested of all state agencies. Impact is to the four (4) county regional program network operations; only new activity for network expansions have been reduced.

2011-O-005 Amending Article I of Chapter 11.5 Emergency Management of the Code of Ordinances by adding language to section 11.5-7. (c) – offenses; penalties; and article ii of emergency management coordinator, section 11.5.23. (8) – same—specific duties; as follows:

Section 11.5-7. (c) convictions for violations of the provisions of this ordinance shall be punishable by fine not to exceed two thousand dollars (\$2,000.00), plus restitution for costs incurred by the City as needed to enforce any rule or regulation issued pursuant to this emergency management plan; and

Section 11.5.23.(8) issuance of reasonable rules, regulations or directives which are necessary for the protection of life and property in the City, including as may be necessary rules, regulations and directives to ensure the protection of life and property by mandating the removal or securing of personal property, including containers and box containers, or any large reusable box typically used for the movement of road freight, rail freight, sea freight, or air freight (e.g. a box or container typically used by diesel tractor trailer trucks for road hauling of freight), or any other items of personal property that may float or be carried away by flood waters thereby giving rise to additional risks and hazards to life and property. Such rules and regulations shall be filed in the office of the City Secretary and shall receive widespread publicity. The failure by a property owner to remove any such property mandated for removal pursuant to this provision shall constitute a violation of this emergency management plan for which citation shall issue. Convictions for any such violation shall be punishable by a fine of \$500.00, the City Attorney is hereby authorized to pursue any legal recourse as may be necessary to recuperate costs incurred by the City to enforce this provision, such costs to include, without limitation, costs incurred in the removal, towing, and storage of any such property. Each individual item of personal property subject to this provision shall constitute the basis of a separate occurrence subject to individual penalty and legal remedies as herein prescribed.

These amendments to the Emergency Management ordinances shall be published one time in an official newspaper in the City of Laredo and shall be in force and effect from and after the date of such publication.

2011-O-006 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.09 acres, as further described by metes and bounds in attached Exhibit "A", located on the north side of Shiloh Drive between Snowfalls and

Kirby Drives, from R-1 (Single-Family Residential District) to B-1 (Limited Commercial District); providing for publication and effective date.

VIII. RESOLUTIONS

4. **2011-R-01** Authorizing the City Manager to enter into contract with the Texas Department of State Health Services in the amount of \$392,217.00 for continuation of the Health Department's HIV Prevention Project for the term period beginning January 1, 2011 through December 31, 2011. **(Approved by Operations & Finance Committees)**
5. **2011-R-02** A resolution to call for a recall and cast the City's 879 votes to recall Hector "Tito" Garcia Board Member on the Webb County Appraisal District Board of Directors; nominate and recast the 879 votes for the Council's member to the Webb County Appraisal District Board of Directors for the rest of 2010-2011 Term.

IX. MOTIONS

6. Consideration to award contract FY11-008 to lowest responsible bidder, Nick Benavides, Laredo, TX, in the total amount of \$66,076.00 for providing mowing and maintenance of the Zacate Creek area. The term of the contract is for a period of twelve (12) months with an option to extend this contract for two (2) additional twelve-month periods. The contract includes the collection of trash, debris, rubbish, and other floatable material along the creek from Meadow and Canal Street to the mouth of the River. Funding is available in the Environmental Services Department. **Finance Committee recommended awarding the contract to J.R. Landscaping Enterprises as the lowest responsible bidder. This item was tabled at the December 20, 2010 City Council Meeting.**
7. Authorizing the selection of Meridian Solar, of Austin, Texas to provide for the design-build of a 20 Kilowatt photovoltaic solar array rooftop mounted system at the N.E. Hillside Recreation Center and a 20 Kilowatt photovoltaic solar array rooftop mounted system at the LBV Tech Rec Center. This will offset approximately a third to half of the energy consumption for these recreation centers. Funding is available through the Energy Efficiency and Conservation Block Grant (EECBG). **This item was tabled at the December 20, 2010 City Council Meeting.**
8. Authorizing the selection of South Texas Solar Systems, of Laredo, Texas, to provide for the design-build of a 35 to 50 Kilowatt photovoltaic solar array rooftop mounted system, as well as a 2.4 Kilowatt wind generator at the City of Laredo's Environmental Services Department. This will offset approximately half of the energy consumption for this building. Funding is available through the State Energy Conservation Office (SECO) Grant. **The item was tabled at the December 20, 2010 City Council Meeting.**
9. Consideration for acceptance, final payment, and release of retainage in the amount of \$29,880.92 to R.M. Wright Construction Co., for the South

Laredo WWTP Interim Improvements Project; approval of change order no. 2 with a credit resulting to the City of Laredo of \$70,012.57, and reducing the contract amount from \$3,058,105.00 for a total amount of \$2,988,092.43. Funding is available in the 2008 Utility Bond. **(Approved by Operations & Finance Committees)**

10. Consideration to award contract number FY11-012 for providing red top soil and fill dirt for maintenance and capital improvement projects being constructed by the Parks and Leisure Services and Utilities Departments to the following vendors:
 1. Flecha Materials, Inc., in the estimated amount of \$50,000.00; and
 2. Reno Sand and Gravel, Laredo, Texas, in the estimated amount of \$20,000.00.

Funding is available in the respective departmental budgets. **(Approved by Operations & Finance Committees)**

11. Awarding a construction contract to the lowest bidder A Plus Plumbing Contractor, Inc., Laredo, Texas in the amount of \$949,906.30 for the House to Line Connections for Old Milwaukee, Tanquesitos I, Los Tanquesitos II, San Carlos I, SanCarlos II, Los Altos, Ranchitos 359, Laredo Ranchettes and D-5 Acres with a construction time of one hundred and eighty (180) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt of insurance and bond documents. Texas Water Development Board approved the project on December 16, 2010. Funding is available in the Colonias Fund. **(Approved by Operations & Finance Committees)**
12. Consideration for approval of Change Order No. 2, an increase of one hundred seven (107) days, 76 for rain and other delays and thirty-one (31) for partial suspension of work to the construction contract with Menendez-Donnell & Associates., Houston, Texas, for the Flores Avenue Drainage Improvements and Sanitary Sewer and Waterline Rehabilitation Project. The cost of the partial suspension of the contract of thirty-one (31) days is \$31,000.00 and will be funded from the Contingency Allowance line item of the contract. The construction contract is \$2,028,900.17. **(Approved by Operations Committee)**
13. Consideration to award contract FY11-024 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's street sweepers and Case equipment to the following bidders:
 1. Industrial Disposal Supply, San Antonio, Texas, in the estimated amount of \$60,000.00;
 2. Nueces Power Equipment, Laredo, Texas, in the estimated amount of \$40,000.00.

All parts and services will be secured on an as needed basis. Funding is available in the Fleet Maintenance budget. **(Approved by Operations & Finance Committees)**

14. Consideration to award contract number FY11-018 for the purchase of safety footwear for City maintenance personnel to the following low bidders:
 1. J.C. Twiss El Canonazo, Laredo, Texas, in the estimated amount of \$75,000.00;
 2. Mike's Western Wear, Laredo, Texas, in the estimated amount of \$5,000.00;
 3. Lehigh Outfitters, LLC., Nelsonville, Ohio, in the estimated amount of \$3,000.00.

Contract pricing has been secured for various safety footwear approved for use by City maintenance personnel. Each department will have the option to choose the type of boot best suited for the work environment and budget allocation. All safety footwear is purchased on an as needed basis. Funding is available in the respective department budgets. **(Approved by Operations & Finance Committees)**

15. Consideration to award software maintenance contract to the sole source provider, HTE Sungard, in the amount of \$284,052.68. This maintenance contract provides customer support and service for the HTE OSSI computer software system utilized by the Police and Fire Departments. The term of the contract is for twelve (12) months ending on December 31, 2011. Funding is available in the Police and Fire Department annual budgets. **(Approved by Operations & Finance Committees)**
16. Consideration to award the purchase of two (2) SkyWatch towers to the sole source and manufacturer, ICX Technologies, Alpharetta, Georgia, in the total amount of \$181,728.26. Funding is available in the Police Trust Fund. **This item is contingent upon approval of Ordinance 2011-O-002. (Approved by Operations & Finance Committees)**
17. Authorizing the issuance of a permit to the Streets of Laredo Urban Mall Association, for the installation of four (4) banners to promote the Jamboozie event to be installed across the intersections of Springfield Avenue and Village Blvd., 2400 block of San Bernardo Avenue, Calton Road and Yeary, and Jacaman Road and Sinatra Parkway. Banners are to be hung from January 5, 2011 to January 30, 2011; and to require that the Streets of Laredo Urban Mall Association sign a release of liability to the City of Laredo. **(Approved by Operations Committee)**
18. Authorizing the Washington Birthday Celebration Association (W.B.C.A.) to place two (2) temporary promotional banners for the annual W.B.C.A. festivities scheduled for January 14, 2011 through February 21, 2011. One banner will be installed on the 2400 block of San Bernardo Avenue from the

period of January 31, 2011 to February 21, 2011 and the other banner will be installed at the intersection of McPherson Road and Del Mar Blvd., from the period of January 05, 2011 to February 21, 2011 and to require that the W.B.C.A. sign a release of liability to the City of Laredo. **(Approved by Operations Committee)**

19. Authorizing the City Manager to waive parking permit fees for parking meters, no parking anytime, and loading zone areas for the 13th annual UETA Jamboozie Festival on Saturday, January 29, 2011. A total of two hundred eighteen (218) parking meters and 36 loading zones will be utilized at \$5.00 each. The total estimated revenue the City of Laredo is requested to waive is \$1,270.00. **(Approved by Operations Committee)**

X. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

20.

A. Request by Council Member Mike Garza

1. Discussion with recommended action regarding possible regulation of Cash for Gold establishments.

B. Request by Council Member Esteban Rangel

1. Discussion with possible action regarding the sidewalk installation leading to Villa Del Sol Park, and any additional sidewalks in District II.
2. Status report with possible action on the Haynes Rec Center located on Clark Boulevard.
3. Discussion with possible action to hire additional personnel for City Council Members Office. **(Co-Sponsored by Council Member Mike Garza, Council Member Juan Narvaez, Council Member Cynthia Liendo Espinoza)**

C. Request by Council Member Alejandro "Alex" Perez

1. Status report on the condition of the Santa Rita Park as a result of the July 2010 flooding event, with possible action.
2. Status report on the condition of Gustavus Street, with possible action.

D. Request by Council Member Charlie San Miguel

1. Status report with possible action on the Springfield, Kirby, Bartlett and Backwoods extensions.

2. Status report with possible action on the McPherson/Del Mar intersection including any plans for traffic improvements, i.e. double left turn, etc.
3. Status report with possible action on the options for Chris Lane/Kimberly Road closure to consider reopening as a one-way or adding stop signs, etc.

XI. STAFF REPORTS

21. Discussion regarding the adoption of the State Legislative Agenda and priorities, with possible action.
22. Status report on the Canal Street project with discussion and possible action to authorize staff to proceed with the removal of debris and the construction of a ramp (such work not to exceed \$50,000.00—funding available in Utilities Department account nos. 463-9852-535-9568 and 559-4282-538-0363) necessary to allow the substitute contractor to proceed with its work; to authorize entering into a release agreement with the surety company, Suretec, for the completion of construction and the delivery of the original contract; to enter into an agreement with the substitute contractor, ALC; and authorizing the City Manager to execute all relevant documents; and, any related matters.

XII. EXECUTIVE SESSION

The City Council hereby reserves the right to go into executive session at any time during this public meeting, if such is requested by the City Attorney or other legal counsel for the City, pursuant to his or her duty under Section 551.071(2) of the Government Code, to consult privately with his or her client on an item on the agenda, or on a matter arising out of such item.

23. Request for Executive Session pursuant to Texas Government Code Section 551.071(1)(A) consult with City Attorney regarding contemplated litigation Juan Jose Flores d/b/a JJ Flores et al vs. City of Laredo et al; 2009CVQ000528-D2; in the District Court 111th Judicial District of Webb County, pertaining to 2601 Ash Street; and return to open session for possible action.

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

24. Consideration for approval of the selection of consultant CDM, San Antonio, Texas, in association with Mejia Engineering Company, Laredo, Texas, Hickey Peña Architects, Laredo, Texas, Carrillo & Associates, Inc., Laredo, Texas, and T&M Engineering, Laredo, Texas, for the El Metro New Operation and Maintenance Facility Phase I: Fuel and Wash Building for design, preparation of plans and specifications and authorization to negotiate a professional services contract. **(Approved by Operations Committee)**

**XIV. ADJOURN AS THE LAREDO MASS TRANSIT BOARD AND RECONVENE
AS THE LAREDO CITY COUNCIL AND 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 Wednesday, December 29, 2010 at 6:15 p.m.

Gustavo Guevara, Jr.
City Secretary

COUNCIL COMMUNICATION

DATE: 1/3/11	SUBJECT: INTRODUCTORY ORDINANCE AUTHORIZING THE CITY MANAGER TO CONVEY EASEMENTS AND RIGHTS OF WAY TO AEP TEXAS CENTRAL COMPANY LOCATED AT, AND TO SERVE, THE NORTH LAREDO WASTEWATER TREATMENT PLANT, ONE CONVEYANCE OVER A 0.1034 ACRE (4,502.68 sq ft) PARCEL AS DESCRIBED IN EASEMENT CONVEYANCE ATTACHED AS EXHIBIT 1; AND PROVIDING FOR AN EFFECTIVE DATE.	
INITIATED BY: Cynthia Collazo Deputy City Manager		STAFF SOURCE: Tomas Rodriguez, Jr., P.E., Utilities Director Jesus Olivarez, Assistant City Manager
PREVIOUS ACTION: None		
BACKGROUND AEP Texas Central Company requests a 15 foot wide easement and rights of way within the area of the North Laredo Wastewater Treatment Plant for the provision of electrical service to the plant; and has submitted proposed easement conveyances for the parcel, being out of the Del Mar Conservation District as recorded in Volume 1071, page 445; it is in the best interest of the City to convey the said easements to AEP Texas Central Company, in the form and content attached as Exhibit 1.		
FINANCIAL: 557-0000-161.10-00-EASEMENTS		
RECOMMENDATION: Operations committee		STAFF RECOMMENDATION: Approval of Ordinance

INTRODUCTORY ORDINANCE

AUTHORIZING THE CITY MANAGER TO CONVEY A 15 FOOT EASEMENT AND RIGHT OF WAY TO AEP TEXAS CENTRAL COMPANY LOCATED AT, AND TO SERVE, THE NORTH LAREDO WASTEWATER TREATMENT PLANT AND FOR AEP TO PROVIDE ELECTRIC SERVICE FOR THE PLANT; ONE CONVEYANCE OVER A 0.1034 ACRE (4,502.68 sq ft) PARCEL AS DESCRIBED IN EASEMENT CONVEYANCE ATTACHED AS EXHIBIT A; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, AEP Texas Central Company requests an easement for an overhead power line through the site owned by the City which site will be used for the construction of the North Laredo Waste Water Treatment Plant, in order for AEP to provide electric service to and for that waste water treatment plant; and

WHEREAS, 15' the easement line has been approved by the Department of Utilities and the location of the line in the tract is shown on Exhibit "A", page 3 of 3 attached to this ordinance; and

WHEREAS, it is necessary and in the public interest and welfare that the City convey the easement to AEP Texas Central Company, in the form and content attached as Exhibit A.

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

1. It hereby authorizes the City Manager to convey to AEP Texas Central Company, a 15 foot wide easement for an overhead power line through the site of the North Laredo Waste Water Treatment Plant for service of electricity on the site; and the form of such easement is attached as Exhibit A.
2. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this the ____ day of _____, 2011.

ATTEST:

RAUL G. SALINAS
MAYOR

GUSTAVO GUEVARA, JR.
City Secretary

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

By: _____
NATHAN BRATTON
Asst. City Attorney

Town: Laredo, Texas

County: Webb

Submitted by: REG/FR

Date: 10/20/2010

Description: Install electrical facilities to serve City of Laredo Waste Water Treatment Plant on Shiloh Drive in Laredo, Texas

WR# 36661854

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE.

EASEMENT AND RIGHT OF WAY

CITY OF LAREDO, A MUNICIPAL CORPORATION, ("Grantor"), whether one or more, for and in consideration of Ten & No/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by AEP Texas Central Company, a Texas Corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 ("Grantee") the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a perpetual easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, crossarms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, insulators, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon the following described land located in Webb County, Texas, to wit:

A 15 foot wide easement lying wholly within a tract of land containing 0.1034 acres, 4502.68 sq ft, more or less, being out of the Delmar Conservation District as recorded in Volume 1071, Page 445, Deed Records of Webb County, Texas; and said 15 foot wide easement being more particularly identified as depicted on Exhibit "A" attached hereto and made a part hereof.

Together with the right of ingress and egress over, under, across and upon said land and Grantor's adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from said land all structures, obstructions, trees and parts thereof, using generally accepted vegetation management practices which may, in the sole judgment of Grantee, endanger or interfere with the safe and efficient operation and maintenance of said lines, cables, conduits or appurtenances.

Grantor reserves the right to use the land subject to said easement and right of way in any way that will not interfere with Grantee's exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other above ground structure on or within the easement area without the express written consent of Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns forever. Grantor binds himself, his heirs, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2010.

CITY OF LAREDO, A MUNICIPAL CORPORATION

(Name of Corporation)

By: _____

Carlos Villarreal, City Manager

(Typed Name and Title)

ACKNOWLEDGMENT FOR CORPORATIONS, PARTNERSHIPS, ASSOCIATIONS, ETC.

STATE OF TEXAS
COUNTY OF WEBB

§
§
§

This instrument was acknowledged before me on this _____ day of _____

20 10 , by Carlos Villarreal , City Manager
(name) (title)

of City of Laredo, a Municipal Corporation on behalf of
(name of corporation, partnership, association, etc.)

said Corporation
(corporation, partnership, association, etc.)

NOTARY PUBLIC, State of Texas

Notary's Typed or Printed Name

Notary's Commission Expires: _____

(Seal)

EXHIBIT "A"

PAGE 1 OF 3

STATE OF TEXAS*
COUNTY OF WEBB*
AEP ELECTRICAL EASEMENT
0.1034 ACRES (4,502.68 SF)

LEGAL DESCRIPTION DESCRIBING A 0.1034 ACRE AEP ELECTRICAL EASEMENT, BEING OUT OF DEL MAR CONSERVATION DISTRICT RECORDED IN VOLUME 1071, PAGES 445-445, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS, SITUATED IN PORCION 22 (A-283), LEONARDO SANCHEZ, ORIGINAL GRANTEE, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing at a found ½ inch iron rod situated on the easterly line of said Del Mar Conservation District Property, being the northwesterly corner of Jenine Plat recorded in Volume 28, Page 81, Plat Records of Webb County, Texas and the southwesterly corner of Wyndum Terrace Subdivision, recorded in Volume 24, Page 24, Plat Records of Webb County, Texas.

Thence, N02°46'59"W, a distance of 163.84 feet, for the **POINT OF BEGINNING** of this 0.1034 Acre AEP Electrical Easement and the **southeasterly corner** hereof;

Thence, S82°53'05"W, along the southerly line of herein described AEP Electrical Easement, a distance of 158.39 feet, for a point of deflection hereof;

Thence, S67°55'29"W, along the southerly line of herein described AEP Electrical Easement, a distance of 32.97 feet, for the **southwesterly corner** hereof;

Thence, N22°04'31"W, along the westerly line of herein described AEP Electrical Easement, a distance of 15.00 feet, for the **most westerly northwest corner** hereof;

Thence, N67°55'29"E, along the northwesterly line of herein described AEP Electrical Easement, a distance of 34.94 feet, for a point of deflection hereof;

Thence, N82°53'05"E, along the northwesterly line of herein described AEP Electrical Easement, a distance of 146.45 feet, for an interior corner hereof;

EXHIBIT "A"

PAGE 2 OF 3

Thence, N02°46'59"W, along the northwesterly line of herein described AEP Electrical Easement, a distance of 106.85 feet, for the **most northerly northwest corner** hereof;

Thence, N87°14'08"E, along the northerly line of herein described AEP Electrical Easement, a distance of 15.00 feet, for the **northeasterly corner** hereof;

Thence, S02°46'59"E, along the common division line between said Wyndum Terrace Subdivision and said Del Mar Conservation District Property, same being the easterly line of herein described AEP Electrical Easement, a distance of 120.75 feet, to said **POINT OF BEGINNING** of this 0.1034 acre AEP Electrical Easement, more or less.

BASIS OF BEARINGS:

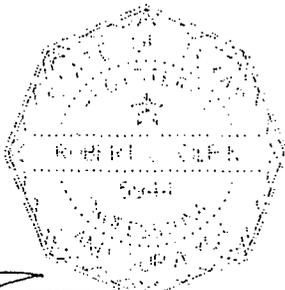
GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID

STATE OF TEXAS
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE FOREGOING METES AND BOUNDS DESCRIPTION TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF, AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

WITNESS MY HAND AND SEAL


10-8-10



AEP ELECTRICAL EASEMENT

CONTAINING 0.1034 ACRES (4,502.68 SQUARE FEET,) MORE OR LESS
 BEING OUT OF DEL MAR CONSERVATION DISTRICT
 VOLUME 1071, PAGES 445-455,
 OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS
 CITY OF LAREDO, TEXAS.

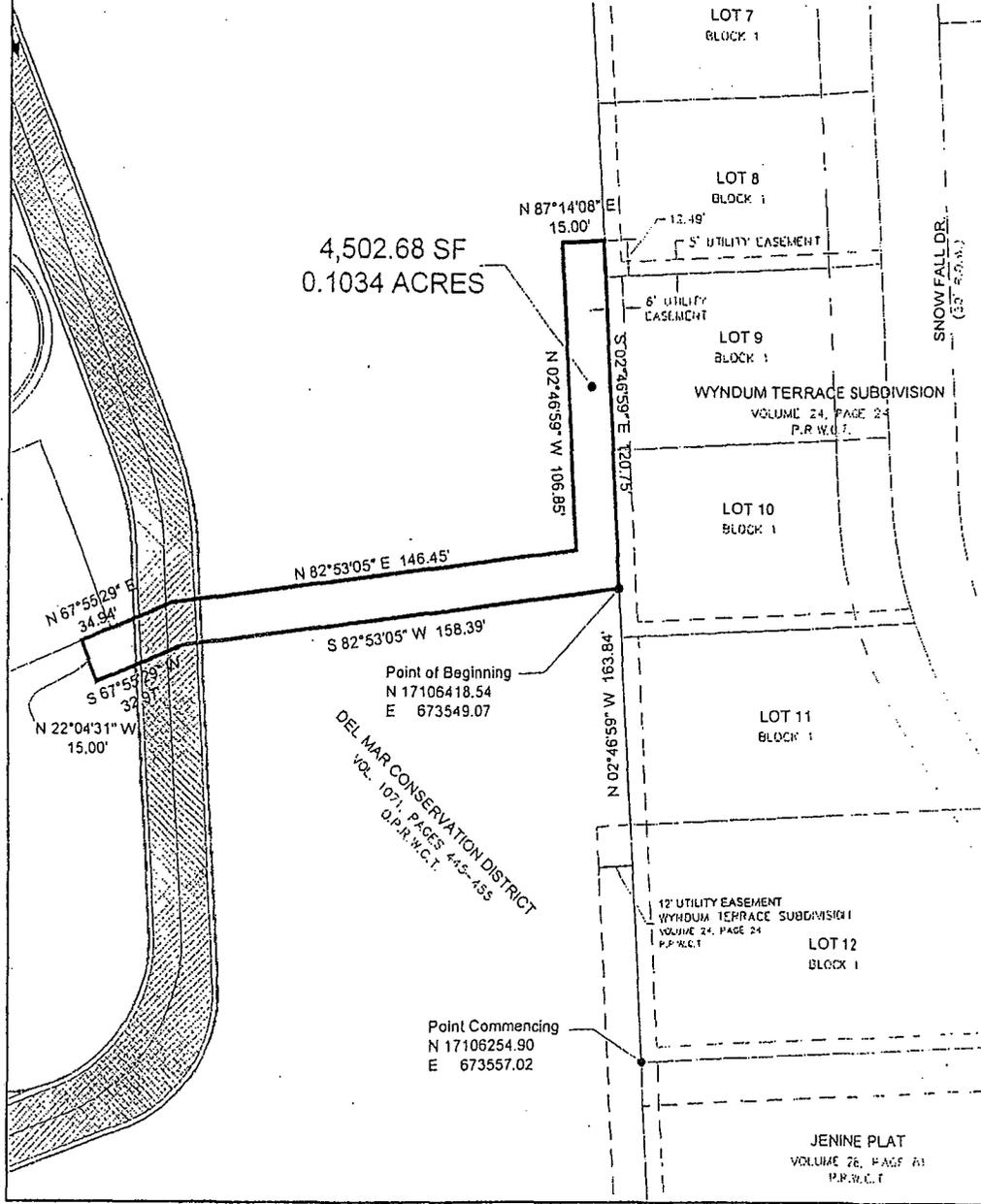


EXHIBIT "A"

PAGE 3 OF 3

SURVEY NOTES:

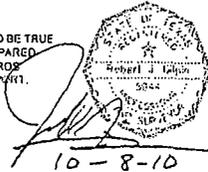
1.) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION REPORT AND MAY NOT SHOW ALL EASEMENTS, SETBACKS, OR OTHER MATTERS OF RECORD.

BASIS OF BEARINGS:

NAD 83/NAVD86, TEXAS STATE PLANE 4205 COORDINATES GRID, ESTABLISHED ON THE GROUND USING CLASSICAL GPS METHODS FROM USGS CONTROL MONUMENT "CASA".

STATE OF TEXAS
 COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5844, DO HEREBY CERTIFY THE SURVEY SHOWN HEREON TO BE 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.



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JFFER

Project Hrs: 47.00
EDN 100039

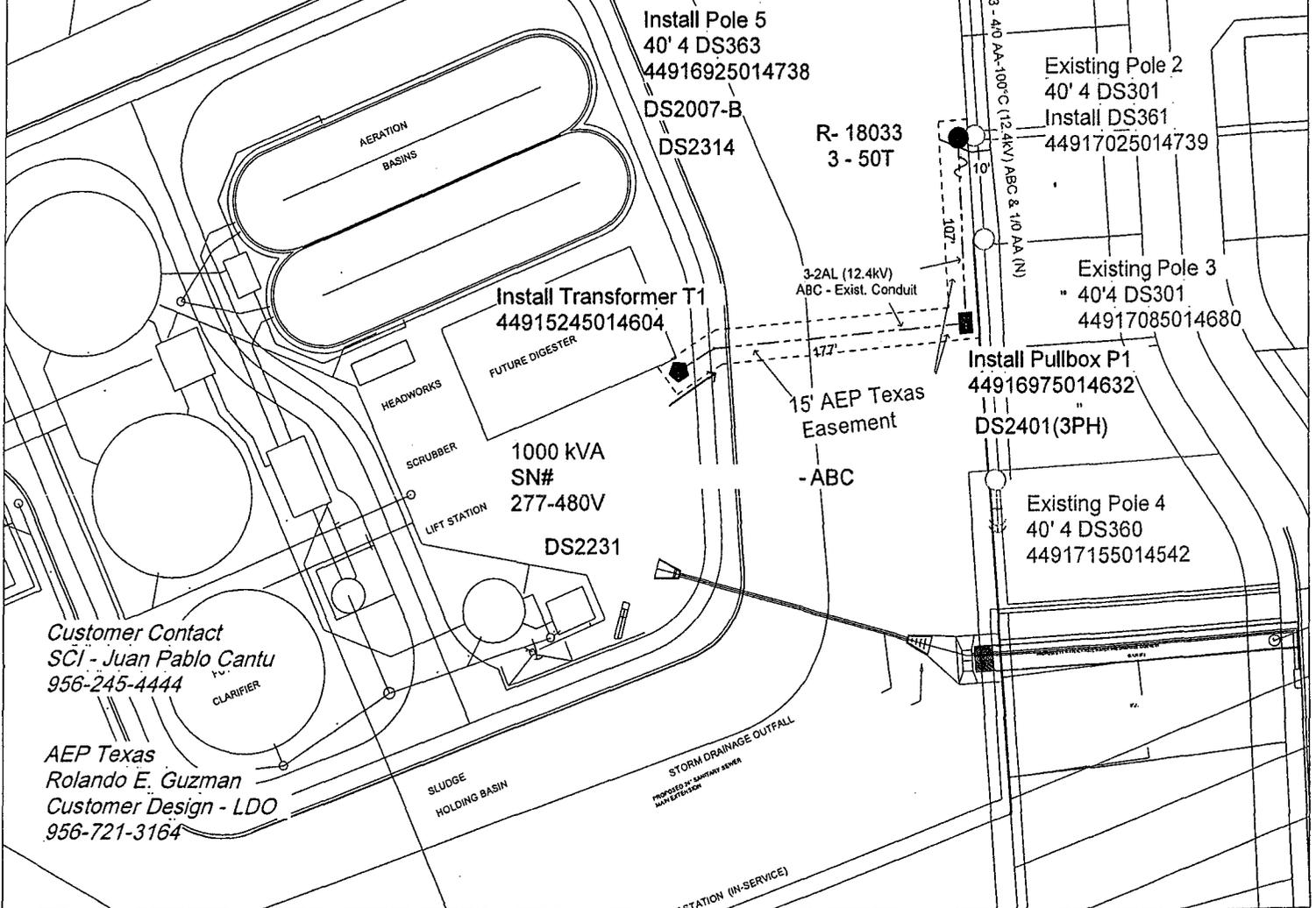
WR# 36661854
 WO# DCP0191570

Construction Notes:

- Overhead conductor 3#4/0AAAC-1#1/0AAACN 7.2/12.5kV on 40'4 wood poles.
- Install 1000 kVA 277/480V 4 W padmount transformer.
- Install Underground primary, 3C#2 tri-reeled in previously installed conduit.

Customer Construction Notes:

- Install conduit, trench and backfill @ 52" for underground primary.
- Conduit to be 4" Gray PVC Schedule 40.
- 15' AEP Texas easement for all facilities.
- Provide concrete transformer pad at AEP Specs.
- Contact AEP Inspector, 956-721-3004, for trench/conduit & pad inspections.



Customer Contact
SCI - Juan Pablo Cantu
956-245-4444

AEP Texas
Rolando E. Guzman
Customer Design - LDO
956-721-3164

An LD-Pro® Worksketch

Date Requested:		Bucket Truck?: Y	
Date Required: 11/29/2010		Truck to Site?: Y	
Job Name: 1000 kVA - Waste Water Treatment Plant - Laredo, Texas		4 WD?: N	
Location: Shiloh Drive - Laredo, Texas		County: Webb	
Division: CP	District: Laredo	Crew HQ: Laredo Serv	Station No.: Circuit No.: 950
W/R#: 36661854	WO#: DCP0191570	Sta/Circuit Name: University	
JU Proposal(s):		Voltage:	Map: NT WWWTP.GST
R/W#:		Phases: ABC	Quad:
		Date: 8/31/2010	Print #:
		Drawn By: Rolando E. Guzman	Scale: 1" = 100'
			Page: 1 of 1

COUNCIL COMMUNICATION

DATE: 01-03-11	SUBJECT: Introductory Ordinance Authorizing the City Manager to execute a License Agreement between the City of Laredo Texas, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, for space on the tower located at 1600 Water Street, for installation and operation of antennae facilities. Term of the lease is five (5) years, with three (3) successive renewal terms of five (5) years. Annual base rent shall be \$15,000.00, with a four percent (4%) increase on each anniversary of the commencement date; and providing for effective date.	
INITIATED BY: Horacio H. De Leon Assistant City Manager	STAFF SOURCE: Heberto L. Ramirez IST Director	
PREVIOUS COUNCIL ACTION: None		
BACKGROUND: This License Agreement is for space at the Tower located at 1600 Water Street, Laredo, Webb County, Texas, more fully described in Exhibit "A" of License Agreement, for the installation and operation of antennae facilities, more fully described in Exhibit "B" of the license agreement, for use in connection with its communications business. Staff has proposed the use of City of Laredo property to promote the orderly growth and placement of cellular tower sites in our municipality. City staff has diligently attempted to regulate the proliferation of towers in our community by promoting the use of water tanks and other structures. The city currently has a total of 38 leases with American Tower, AT&T, Nextel Partners, T-Mobile and Verizon.		
FINANCIAL IMPACT: The city will receive an annual rent of \$15,000.00 with a 4% increase on each anniversary of the commencement date. Rent will be credited to General Fund- Telecommunications Rentals line item #101-0000-361-2006.		
RECOMMENDATION:	STAFF RECOMMENDATION: Staff recommends approval.	

ORDINANCE 2011-O-_____

AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF LAREDO, TEXAS (“LICENSOR”) AND NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY (LICENSEE”) FOR SPACE ON THE TOWER LOCATED AT 1600 WATER STREET, LAREDO, WEBB COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED IN EXHIBIT “A” OF LICENSE AGREEMENT, FOR THE INSTALLATION AND OPERATION OF ANTENNAE FACILITIES, AS DESCRIBED IN EXHIBIT “B” OF LICENSE AGREEMENT FOR USE IN ITS COMMUNICATIONS BUSINESS.

TERM OF THE LEASE IS FIVE (5) YEARS, WITH THREE (3) SUCCESSIVE RENEWAL TERMS OF FIVE (5) YEARS. ANNUAL BASE RENT SHALL BE \$15,000.00, WITH A FOUR PERCENT (4%) INCREASE ON EACH ANNIVERSARY OF THE COMMENCEMENT DATE; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, staff recommends that the City Council approve the proposed license agreement between the City of Laredo, Texas (“Licensor”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company (“Licensee”), for space at the Tower located at 1600 Water Street, Laredo, Webb County, Texas and being more fully described in Exhibit “A” of License Agreement, for the installation and operation of antennae facilities, more fully described in Exhibit “B” of the license agreement, for use in connection with its communications business and in furtherance of the development of the City of Laredo Telecommunications infrastructure.

WHEREAS, the Information Services and Telecommunications Department finds that said license agreement is in the best interest of the City of Laredo; and

WHEREAS, the City Council of the City of Laredo is of the same opinion.

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

Section 1. The City Manager be and is hereby authorized to execute a license agreement between the City of Laredo, Texas (“Licensor”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company (“Licensee) for space at the Tower located at 1600 Water Street, Laredo, Webb County, Texas and being more fully described in Exhibit “A” of License Agreement, for the installation and operation of antennae facilities, more fully described in Exhibit “B” of the license agreement, for use in connection with its communications business,” copy of which license agreement is attached hereto as Exhibit A and incorporated herein as if set out at length for all intents and purposes.

Section 2. This Ordinance shall become effective upon passage hereof.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR
ON THIS THE ___ DAY OF JANUARY 2011.**

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License") is entered into this ____ day of _____ 2010 (the "Date of this License"), between the City of Laredo, Texas ("Licensor"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee").

1. Premises.

Subject to the following terms and conditions, Licensor licenses to Licensee on a non-exclusive basis space on the tower located on the real property known as 1600 Water Street, Laredo, Webb County, Texas (the Premises") within the jurisdictional limits of the City of Laredo, Texas. The exact space on the tower is further described and depicted in an engineered drawing attached hereto as Exhibit B. Licensor also licenses to Licensee on a non-exclusive basis the right to use the Premises for pedestrian and vehicular ingress and egress and the installation of utilities serving the Premises and improvements thereon over and across Licensor's property described in the attached Exhibit A (the "Property"). All other access to the property is governed by Section 8 below.

2. Term.

a. The initial term of this License shall be five (5) years (the "Initial Term"), commencing on May 12, 2010 (the "Commencement Date"). The initial term of this License shall expire at Midnight on the day before the fifth (5th) anniversary of the Commencement Date.

b. Licensee shall have the right to extend this License for three (3) additional, five-year terms (each being a "Renewal Term"). Licensee's license of the Premises during each Renewal Term shall be on the same terms and conditions as set forth herein except that the amount of License Fee shall be as provided in Section 3 below. This License shall automatically renew for each successive Renewal Term unless Licensee notifies Licensor in writing of Licensee's intention not to renew this License at least sixty (60) days prior to the expiration of the initial term or any Renewal Term and provided that Licensee is not in default of this License on the first day of such Renewal Term.

c. If Licensee shall remain in possession of the Premises at the expiration of the Initial Term of this License or any Renewal Term without a written agreement, such possession shall be deemed a holdover use under the same terms and conditions of this License, except that the License Fee shall be 150% of the License Fee in effect at the expiration of this License. Nothing contained herein shall grant Licensee the right to holdover after the term of this License has expired.

3. License Fee.

a. From and after the occurrence of the Commencement Date until the commencement of a Renewal Term, Licensee shall pay Licensor annually in advance, the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00) ("License Fee"). The License Fee shall increase annually during the Initial Term and any Renewal Term, effective as of each anniversary of the Commencement Date, by an amount equal to four percent (4%) per annum above the amount of the License Fee in effect immediately prior to such increase. The License Fee shall be payable annually in advance without offset or deduction, except as provided herein, at Licensor's address specified below or to any other person or firm as Licensor may, from time to time, designate in writing at least sixty (60) days in advance of any License Fee payment date. If, at any time, Licensee fails to make timely payment, interest shall accrue on the past due amount at the rate of eighteen percent (18%) per annum or the maximum allowable by law, whichever is less, until paid in full. This right is in addition to all rights of Licensor to terminate this License pursuant to Section 10 herein. All sums payable by Licensee under this License, whether or not stated to be license fees or additional license fees, shall be collectible by Licensor as license fees, and upon default in payment thereof Licensor shall have the same rights and remedies as for failure to pay license fees (without prejudice to any other right or remedy available therefor).

b. Except as provided in Section 17, Licensee shall not have the right to sublicense any of the Premises.

c. Licensee shall have the right to use a direct deposit system with regard to License Fee payments. Licensor agrees to cooperate with Licensee in providing requisite information to Licensee for such direct deposit. The implementation of the direct deposit system shall be at Licensee's expense.

4. Permitted Use.

The Premises may be used for (i) the transmission and reception of communication signals within or utilizing the following frequency bands: 835.02-844.98/ 880.02-889.98, 846.51-848.97/ 891.51-893.97; 824.04-834.99/ 869.04-879.99, 845.01-846.48/ 890.01-891.48; and 1895-1910, 1975-1990 provided further that such frequency or frequencies is within those for which Licensee, or any entity which controls, is controlled by or is under common control with Licensee, is duly licensed by the Federal Communications Commission ("FCC"), and (ii) the construction, alteration, maintenance, repair, replacement and relocation of related antennas, equipment, cables and Antenna Facilities and improvements related thereto, and (iii) activities related to any of the foregoing, provided such activities do not require an expansion of the Premises or violate Licensee's duties of non-interference set forth herein (collectively, "Licensee's Permitted Use"). Notwithstanding anything herein to the contrary, the identification of the foregoing frequencies is for the limited purpose of coordinating frequencies to prevent interference, and identification of such frequencies does not establish any limit on Licensee's rights hereunder.

a. As provided in Detail on Exhibit C, Licensee or its affiliates shall have the right, at its expense, to install, construct and maintain on the Premises communications equipment that are sometimes hereinafter collectively referred to as "Antenna Facilities." All Antenna Facilities shall be constructed, installed and operated within the Premises.

5. Interference.

a. Licensee shall operate its Antenna Facilities in a manner that will not cause interference with the use or enjoyment of the Property by Licensor and other lessees or licensees in and/or on the Property as of the date of this License including but not limited to, the MATV systems, HVAC systems, roof, electronically controlled elevator system, computers, telephone systems, or any other system serving the Property and/or its occupants. Licensor hereby acknowledges that Licensee's use of the Premises for Licensee's Permitted Use shall not constitute an impermissible interference. All operations of Licensee shall be lawful and in compliance with all Governmental Requirements (as hereafter defined), rules and regulations including, but not limited to those of the FCC and the Federal Aviation Administration ("FAA"). "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Property (including, without limitation, the Premises). Should Licensee be notified by any government agency of any violation, it must share said notice with Licensor within ten (10) business days of Licensee's knowledge of such notice, and Licensee shall provide Licensor documentation from the government agency that Licensee has cured the default. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any interference caused by Licensee's failure to comply with FCC or FAA rules and regulations that is not cured within thirty (30) days after Licensee receives written notice of such interference from Licensor. Licensee shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference as set forth in this License. If such interference caused by Licensee's failure to comply with FCC or FAA rules and regulations has not been corrected within thirty (30) days after Licensee receives notice thereof from Licensor, Licensor may require Licensee to remove the specific items from the Antenna Facilities causing such interference. If Licensee is unable to cure such interference, Licensee may terminate this License upon thirty (30) days written notice to Licensor.

b. Licensor shall not alter its existing or contemplated use of the Property, nor shall Licensor permit any lessees, licensees, employees, invitees or agents obtaining rights to the Property from and after the date hereof to use, any portion of the Property in any way which interferes with the operations of Licensee. Without limiting the generality of the foregoing, Licensor hereby acknowledges that in the event of any interference with Licensee's Permitted Use as a result of the transmission or reception (or both) of radio, microwave or other telecommunications signals by a future lessee, licensee or occupant of the Property, Licensee's rights hereunder to conduct Licensee's Permitted Use shall be and remain superior to the rights of any such future lessee, licensee or occupant, subject, however, to the provisions of Section 6.c. below. Licensor further acknowledges that interference with Licensee's operations shall cause Licensee to suffer irreparable injury and entitle Licensee, in addition to exercising any other rights hereunder or under applicable law, to seek the immediate enjoinder of such interference against the interfering party.

c. Licensor reserves the right to license other portions of the Property to other parties during the term of this License. Accordingly, Licensor agrees that any other person or entity who may install equipment subsequent to the Commencement Date in and/or on the Property will be permitted to install only such communications equipment that is of the type and frequency that will not cause any interference to Licensee or persons or entities claiming through or under Licensee. In the event any such person or entity's equipment causes such interference, Licensor will cause the interfering party to take all steps necessary to correct and eliminate the interference or such interfering party will be required to cease operations until such interference is removed. To the extent that Licensee's operations are not within the parameters of its FCC license, this protection from co-located interference will not be applicable, but it shall be applicable with respect to those operations, or portions thereof, falling within the FCC license parameters. Notwithstanding the foregoing, Licensee's right to be free from interference and Licensor's duties concerning the prevention and/or correction of interference shall be subject to Section 6.d. below.

d. In the event that Licensee commences using the Premises in a manner as to which Licensee is not presently licensed by the FCC but with respect to which Licensee hereafter obtains necessary FCC licensure, Licensee's right to conduct such particular use shall be subordinate to the use of the Property by Licensor, other lessees, licensees or occupants thereof existing on or before the date on which Licensee commences such use. Licensor shall be under no obligation to exercise the duties concerning interference described above.

6. Improvements; Utilities.

a. Prior to installing or allowing any Antenna Facilities to be installed in or on the Premises, Licensee shall submit detailed engineering plans and specifications of the planned installation to Licensor for Licensor's written approval, which approval shall not be unreasonably withheld, delayed or conditioned. Licensor's review of Licensee's plans shall include a review of the appearance of the Antenna Facilities. The Antenna Facilities to be installed must be in compliance with all federal, state, and local laws, including but not limited to local zoning requirements, and will adhere to all technical standards set forth in this License. Licensor's approval of any installation is not a representation that such installation of the Antenna Facilities is in compliance with all applicable governmental laws, ordinances, rules and regulations or that such facilities will not cause interference with other communications systems, if any, then in operation on the Property. Licensee hereby confirms and agrees that its Antenna Facilities shall be installed and operated solely within the Premises.

b. All work by Licensee shall be performed in compliance with applicable laws and ordinances. During Licensee's construction of its Antenna Facilities, Licensee shall have, and Licensor hereby grants to Licensee, a temporary construction easement to use portions of the Property reasonably necessary for the storage of materials and staging of construction. Licensee and its contractors and subcontractors shall be solely responsible for the transportation, storage and safekeeping of materials and equipment used in the performance of any work, for the removal of waste and debris resulting therefrom on a daily basis, and for any damage caused by them to any installations or work performed by Licensee's contractors and subcontractors. Upon completion of construction, Licensee shall remove any items stored or placed by Licensee in such temporary easement area and return such area to Licensor in the condition existing prior to construction (subject to normal wear and tear).

c. Licensee is not authorized to contract for or on behalf of Licensor for work on, or the furnishing of materials to the Premises or any other part of the Property, and Licensee shall discharge of record by payment, bond or otherwise, within ten (10) business days subsequent to the date of its receipt of notice thereof from Licensor, any mechanic's, laborer's or similar lien filed against the Premises or the Property for work or materials claimed to have been furnished at the instance of Licensee. The Antenna Facilities shall remain the exclusive property of Licensee during the term of this License, and Licensee shall have the right to remove all or any portion of the Antenna Facilities at any time during the term of this License or following the term of this License as hereinafter provided.

d. Licensee will notify Licensor prior to commencing Licensee's installation work on the Property. Prior to commencing any installation, Licensee will at its own cost and expense deliver to Licensor a certificate of insurance confirming that comprehensive general liability insurance as required under Section 13 of this License, covering the risk during the course of performance of Licensee's installation, has been obtained and is in place, which policy as endorsed will protect Licensor and Licensor's property manager, if applicable, with respect to the Property against any claim or liability arising out of the installation. Licensee's contractor will name Licensor and

Licensor's property manager as additional insured under contractor's insurance policies. Prior to Licensee's commencement of the installation of the Antenna Facilities, Licensee shall provide Licensor with copies of any Governmental Approvals obtained by Licensee with respect to this License.

e. All installation and other work to be performed by Licensee hereunder will be done in such a manner so as not to interfere materially with, delay or impose any additional expense upon Licensor in maintaining the Property. In no event will Licensor be required to consent to any installation or other work by Licensee which would physically affect any part of the Property outside the Premises (other than with respect to the temporary construction easement described in Section 6.b. hereof, which shall be subject to Licensee's duty to restore such area as provided therein). Licensee shall repair any damage caused by Licensee to Licensor's Property, reasonable wear and tear excepted.

f. Following any termination or expiration of this License, Licensee shall remove all of its Antenna Facilities. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were in prior to the installation or placement of the Antenna Facilities, reasonable wear and tear excepted, provided, however, this obligation to restore shall be limited to restoration to a depth of five (5) feet below grade. If Licensee fails to remove all of its Antenna Facilities within ninety (90) days after expiration or earlier termination of this License, Licensor may remove and dispose of the Antenna Facilities within the next succeeding ninety (90) day period, and Licensee shall reimburse Licensor for the reasonable costs actually incurred of such removal and restoration of the Premises, or Licensor may deem the Antenna Facilities abandoned, whereupon the Antenna Facilities shall become Licensor's property. Licensee shall, at Licensee's expense, keep and maintain the Premises in commercially reasonable condition and repair during the term of this License.

g. Licensee agrees to maintain its Antenna Facilities in proper operating condition and within industry accepted safety standards. All installations and operations of the Antenna Facilities by Licensee shall comply in all material respects with all applicable rules and regulations of the FCC and all applicable federal, state, city, county and local codes and regulations. Licensor assumes no responsibility for the licensing, operation or maintenance of the Antenna Facilities. Licensee has the responsibility of carrying out all of the terms of its FCC license.

h. Licensee shall have the right, at Licensee's expense, to install utilities within the Property and to install or improve utilities on the Premises (including, but not limited to the installation of emergency power generators). All utility routes must be approved by Licensor prior to construction. Licensee agrees to have a separate meter installed for Licensee's electrical power consumption, whereupon Licensee shall pay the power utility directly for such usage.

7. Technical Standards.

Licensee agrees that the installation, operation and maintenance of its Antenna Facilities shall at all times, and at Licensee's expense, comply with all applicable governmental laws and regulations and with such technical standards as may from time to time be established by Licensor for the Premises, including, without limitation, technical standards relating to frequency compatibility, radio interference protection, antenna type and location and physical installation (the "Technical Standards"). The current Technical Standards are attached hereto as Exhibit D. If (i) any applicable governmental laws and regulations or (ii) any new technical standards established by Licensor shall require that Licensee modify or revise the then existing installation, operation or maintenance of its Antenna Facilities, Licensee shall make such modifications or revisions at Licensee's sole expense within thirty (30) days thereafter.

8. Access.

Upon 24 hour notice in writing to Licensor, Licensee and its "authorized personnel" shall be entitled to escorted access for customary maintenance of the Premises during Licensor's normal business hours. Should Licensee require emergency access, said access shall be obtained by calling the City of Laredo's Information Services and Telecommunications Department Emergency Telephone line (956-721-2050). For purposes hereof, authorized personnel shall mean only authorized employees, engineers, technicians, or properly authorized contractors of Licensee or persons under their direct supervision. All access to the Premises by Licensee shall be subject in each instance to the reasonable security requirements, including a required city escort, as well as

compliance with reasonable rules and regulations from time to time in effect at the Property, of which Licensor shall inform Licensee in writing. In the event Licensee requires access to the Premises outside of Licensor's normal business hours, Licensee will be responsible for any reasonable costs incurred by Licensor in providing such escorted access to the Premises.

9. Event of Default.

It shall be an Event of Default if any one or more of the following events shall occur:

- a. Licensee shall default in the payment when due of any License Fee or other sum of money specified hereunder to be paid by Licensee, and Licensee does not remedy such default within thirty (30) days after written notice thereof from Licensor (provided, however, that Licensor shall not be required to provide such notice with respect to more than two payments required during any calendar year during the term hereof); or
- b. Licensee shall default in the performance of any other of the terms, conditions or covenants contained in this License to be performed or observed by Licensee other than that specified in (a) above and the interference provision herein and Licensee does not remedy such default within thirty (30) days after written notice thereof is given to Licensee or, if such default cannot be remedied in such period, Licensee does not, within twenty (20) days after such notice from Licensor, commence such efforts or acts as shall be necessary to remedy the default and continue to prosecute such efforts and/or acts to completion with reasonable diligence.

Upon the occurrence of an Event of Default by Licensee, Licensor shall have and may pursue all rights and remedies permitted by applicable law including but not limited to the following:

Upon three (3) days' notice to Licensee, declare to be immediately due and payable, on account of the License Fees and other charges herein reserved for the balance of the term of this License (taken without regard to any early termination of such term on account of an Event of Default or other right to terminate this License), a sum equal to (y) all License Fees and other charges, payments, costs and expenses due from Licensee to Licensor and in arrears at the time of the Event of Default, plus (z) the License Fees reserved for the then entire unexpired balance of the term of this License (taken without regard to any early termination of the term by virtue of an Event of Default), plus all other charges, payments, costs and expenses herein agreed to be paid by Licensee up to the end of such term which shall be capable of precise determination at the time of the Event of Default. whether or not Licensor has elected to recover sum set forth in (i) above, terminate this License on at least five (5) days' notice to Licensee and, on the date specified in such notice, this License and the term hereby demised and all rights of Licensee hereunder shall expire and terminate and Licensee shall thereupon quit and surrender possession of the Demised Premises to Licensor in the condition elsewhere herein required in which event Licensee shall remain liable to Licensor as herein provided.

- c. In the event Licensor shall fail to keep or perform any of the terms, conditions or covenants contained in this License to be performed or observed by Licensor, and Licensor does not remedy such failure within thirty (30) days after written notice thereof is given to Licensor, Licensee shall have and shall be entitled to exercise any and all rights and remedies permitted by applicable law.
- d. Upon the occurrence of an Event of Default by Licensor, Licensee shall have and may pursue all rights and remedies permitted by applicable law.

10. Termination by Licensee.

Following the Commencement Date, and except as otherwise provided herein, provided that no Event of Default exists at the time of issuance of Licensee's written notice, this License may be terminated by Licensee in the following circumstances:

- a. After the Initial Term, upon sixty (60) days prior written notice and without penalty or further liability, if Licensee is unable to operate the Antenna Facilities in accordance with Licensee's Permitted Use on the Premises as a result of material interference (other than on a temporary, non-recurring basis) resulting from the act of any third party (other than an existing licensee); or
- b. After the Initial Term, upon ninety (90) days prior written notice, and upon payment to Licensor of a termination fee equal to twenty-five percent (25%) of the annual License Fee at the then current annual rental rate,

if Licensee determines that, based on (i) technology, or (ii) changes in system design or system usage patterns, Licensee's use of the Antenna Facilities (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Licensee's communications system. Such termination fee shall be payable at the time Licensee notifies Licensor of its election to terminate this License.

Upon Licensee terminating in accordance with this Section, Licensee shall surrender and vacate the Premises and deliver possession thereof to Licensor on or before the termination date in the condition required under this License for surrender of the Premises.

11. Casualty and Condemnation.

a. If at any time during the term of this License all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Licensee's Permitted Use in a commercially reasonable manner) of the Antenna Facilities upon the Premises shall be damaged and/or destroyed by fire or other casualty, then Licensee may terminate this License by providing written notice to Licensor, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Licensee shall be entitled to collect all insurance proceeds payable on account thereof and to the reimbursement of any prepaid License Fee, to be apportioned as of the termination date.

b. If at any time during the term of this License all or "substantially all" (as described in the preceding Section 11a.) of the Premises or the improvements located on the Property shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Licensee may terminate this License by providing written notice to Licensor, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid License Fee shall be apportioned as of said date and reimbursed to Licensee. Licensor and Licensee shall each be entitled to pursue their own separate awards with respect to such taking, but in any event, Licensee's award shall be limited to lost improvements investment, relocation, and loss of business. In the event of any taking of less than all or substantially all of the Premises, this License shall continue and each of Licensor and Licensee shall be entitled to pursue their own separate awards with respect to such taking.

12. Taxes.

Licensee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Licensor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises and the Property. However, Licensee shall pay, as additional License Fee, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., rollback taxes) and all use and occupancy taxes, if any, which is directly attributable to Licensee's use of the Premises, and Licensor agrees to furnish written documentation of such increase to Licensee.

13. Insurance, Release and Hold Harmless.

a. Licensee shall, at Licensee's sole cost and expense, procure and continue in force during the term of this License, including any Renewal Term:

(i) Workers Compensation insurance at statutory limits and in accordance with all statutory requirements including Employers Liability coverage with a minimum limits of \$1,000,000 each occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate;

(ii) 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;

(iii) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-accident for bodily injury and property damage, including owned, non-owned, and hired car coverage; and

(iv) "All-risk" property insurance insuring the Antenna Facilities and its appurtenant personal property for full replacement costs.

b. Any subcontractor(s) hired by the Licensee for work under this License shall maintain reasonable and prudent insurance coverage as determined by the Licensor. It is the responsibility of the Licensee to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the subcontractor.

c. Licensee shall procure Builders Risk coverage (if applicable) as follows:

(i) All Risk Builders Risk insurance, including collapse coverage, is required on a completed value form if the contract is for the construction of a structure or building.

(ii) The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes the City of Laredo responsible for materials.

(iii) 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. Licensee's Commercial General Liability insurance shall contain a provision including Licensor as an additional insured to the extent of the indemnity provided by Licensee under this License. Notwithstanding the foregoing, Licensee shall have the right to assume in whole or in part, without insurance, any and all risks otherwise required by this License to be insured against by Licensee, or to insure the same through a captive insurance company. In such event, Licensee shall pay directly all losses and claims which would have been covered by the insurance which is set forth under this Section, but which are not paid either because of deductible and co-insurance provisions of policies provided by Licensee or because of Licensee's election to self-insure for some or all of such risks under this Section. Provided, however, such right to self-insure shall be permitted only so long as Licensee has a minimum net worth of Fifty Million Dollars (\$50,000,000) and provided further, that in the event of an assignment of this License by Licensee to an entity that is not an affiliate, such right to self-insure shall not be assigned to the non-affiliated assignee. Licensee does not currently self-insure for Commercial General Liability insurance. In the event Licensee chooses to self-insure for Commercial General Liability insurance, Licensee shall maintain third party insurance coverage for Commercial General Liability insurance for claims that exceed Twenty-Five Million Dollars (\$25,000,000).

d. With reference to the foregoing insurance requirement, the Licensee shall include:

(i) The City of Laredo as an additional insured with respect to all liability policies.

(ii) All required liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

(iii) Workers' compensation policy. All policies need to contain a waiver of subrogation in favor of the City, regardless whether financed through and insurance policy or self-insurance.

(iv) Licensee shall ensure all required insurance policies shall provide that The City of Laredo will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

(v) All required insurance policies, which include The City of Laredo as an additional insured, must provide to be primary coverage regardless of the application of other insurance.

(vi) Required limits may be satisfied by any combination of primary and umbrella liability insurances.

- (vii) Insurance must be purchased from insurers that are authorized in the state of Texas.
- (viii) 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:
 - Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (ix) Upon request, Licensee shall furnish The City of Laredo with certificates or other commercially reasonable evidence of all required insurance policies.

e. Licensee hereby releases Licensor and Licensor's property manager, if any, and their respective agents, employees, officers, directors, shareholders and partners (collectively the "Releasees") from, and shall not hold Releasees liable for, any liability for personal injury, consequential damages, loss of income or damage to or loss of property or persons, or loss of use of any property, in or about the Premises from any cause whatsoever unless such damage, loss or injury directly results from the gross negligence or willful misconduct of the Releasees. Further, the Releasees shall not be liable to Licensee for any such damage or loss to the extent Licensee is compensated or would have been compensated by the insurance which Licensee is obligated to maintain pursuant to this Section 13.

f. Licensee agrees to indemnify, defend and hold Releasees harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Releasees occurring during the term of this License, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Licensee may have been given access to or possession of all or any part of the Premises arising from:

- (i) any work or act done in, on or about the Premises or any part thereof at the direction of Licensee, its agents, contractors, subcontractors, servants, employees, licensees or invitees, including but not limited to the installation, use, maintenance, repair or removal of the Antenna Facilities, except if such work or act is done or performed by Licensor or its agents or employee;
- (ii) any negligence or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, sublicensees, licensees or invitees;
- (iii) any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, unless caused by the gross negligence or willful misconduct of Licensor, its employees or agents or other licensee or tenant of the Property; and
- (iv) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this License on its part to be performed or complied with.

g. Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from any act, omission or negligence of Licensor or its employees or agents, or the breach of this License except to the extent attributable to the gross negligence or intentional act or omission of Licensee, its employees, agents or independent contractors.

h. Each party hereto hereby waives any and every claim which arises or which may arise in its favor and against the other party hereto during the term of this License or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the building, to the extent that such loss or damage is recovered under an insurance policy or policies. Each party shall have their respective

insurance company issue any such insurance policy with a provision waiving such insurance company's right of subrogation.

14. Notices.

All notices, requests, demands and other communications hereunder shall be in writing and shall be personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to City of Laredo, Texas, to
Heberto L. Ramirez
City of Laredo
1101 Garden St.
Laredo, Texas 78040

with a copy to:
Gerard Lavery Lederer, Esquire
Miller & Van Eaton, P.L.L.C.
1155 Connecticut Ave, N.W.
Suite 1000
Washington D.C. 20036

If to Licensee, to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Cell Site # N143933, Cell Site Name L024/DOWNTOWN LAREDO/439388 (TX)
Fixed Asset No. 10098312
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With copies to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Cell Site # N143933, Cell Site Name L024/DOWNTOWN LAREDO/439388 (TX)
Fixed Asset No. 10098312
15 East Midland Avenue
Paramus, NJ 07652

or to such other address as each party may designate for itself by like notice given in accordance with this Section 14. Notices will be deemed to have been given upon either receipt or rejection. Unless or until either of the respective addresses is changed by notice in writing sent to the other party as set forth above, thereafter to the address contained in such notice.

15. Quiet Enjoyment, Title and Authority.

Licensor covenants and warrants that (i) it has full right, power and authority to execute this License and has the power to grant all rights hereunder; (ii) it has good and marketable title to the Property free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with Licensee's Permitted Use of the Premises; (iii) its execution and performance of this License will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, license or other agreement binding on Licensor; (iv) Licensee shall have the quiet enjoyment of the Premises, and Licensee shall not be disturbed as long as Licensee is not in default beyond any applicable grace or cure period; and (v) if the Premises are encumbered by a deed to secure debt,

mortgage or other security interest, Licensor will make a reasonable, good faith effort to provide promptly to Licensee a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") on such lender's or mortgagees then current form. Licensor will permit Licensee to contact such holder directly and will cooperate with Licensee in connection with any such discussions between Licensee and such holder concerning an SNDA.

16. Hazardous Substances.

Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Licensor represents, warrants and agrees (1) that neither Licensor nor, to Licensor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Premises in violation of any law or regulation, except as disclosed in this License, and (2) that Licensor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Licensor and Licensee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. In addition, Licensor shall defend, indemnify and hold harmless Licensee from all other losses, liabilities, claims and/or costs arising from or related to the environmental condition of the Premises, including costs of remediation, which are not the result of any act of Licensee. As used in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. This paragraph shall survive the termination of this License.

17. Assignment.

Licensee may assign this License and its other rights hereunder (including, without limitation its right to renew) or sublet the Premises or any portion thereof, to any person or business entity which is an "affiliate" of Licensee without the prior consent of Licensor. For purposes of this subparagraph, affiliate shall mean; (i) a corporation which owns fifty percent (50%) or more of the outstanding common stock of Licensee, or (ii) a corporation which has fifty percent (50%) or more of its common stock owned by Licensee, or (iii) a partnership which owns fifty percent (50%) or more of the common stock of Licensee, or (iv) a partnership which has fifty percent (50%) or more of its interest in partnership profits owned by Licensee, or (v) an entity which purchases substantially all of the assets of Licensee, or (vi) an entity which is the surviving entity in a merger pursuant to state corporation or partnership law with the Licensee. Licensee may not otherwise assign or sublet this License without Licensor's consent, which consent may be withheld or delayed in Licensor's sole discretion except in connection with an assignment as collateral to secure a loan from a bona fide third party lender obtaining such assignment as part of a larger collateral pool. In the event such consent is unreasonably withheld or delayed, Licensee may immediately terminate this License upon written notice to Licensor thereof. Any assignment consented to by Licensor in its sole discretion shall not operate to release the assigning Licensee from its liabilities and obligations arising hereunder; provided, however, that an assignment of this License to an entity having a net worth of \$50,000,000 or more (or to an entity providing a guaranty in Licensor's favor by a guarantor having a net worth equal to or greater than such amount) shall operate to discharge all further obligations of Licensee hereunder.

18. Successors and Assigns.

This License shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

19. Waiver of Licensor's Lien.

Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof. The Antenna Facilities shall be deemed personal property for purposes

of this License, regardless of whether any portion thereof is deemed real or personal property under applicable law, and Licensor hereby consents to Licensee's right to remove all or any portion of the Antenna Facilities from time to time in Licensee's sole discretion.

20. Miscellaneous.

a. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to any provision in this License providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice.

b. Each party agrees to furnish to the other, within ten (10) business days after request, such truthful, customary and reasonable estoppel information as the other may reasonably request.

c. This License constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this License must be in writing and executed by both parties.

d. Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

e. Each party agrees to cooperate with the other in executing any documents (including a Memorandum or short form of License and/or easement agreement) necessary to protect its rights under this License. Unless the laws of the state in which the Property is located prohibit the recordation of a memorandum or short form of License, neither party shall record this License, but may record, in lieu thereof, the aforementioned Memorandum or short form of License. In the event of a recordation prohibition described above, either party may record this License. Either party may record an easement agreement.

f. This License shall be construed in accordance with the laws of the county and state in which the Premises are located.

g. If any term of this License is found to be void or invalid, such invalidity shall not affect the remaining terms of this License, which shall continue in full force and effect.

21. Mortgage Subordination.

This License is and shall be subject and subordinate to all ground or underlying leases of the entire Property and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination, Licensee shall execute, within fifteen (15) days after request, any certificate that Licensor may reasonably require acknowledging such subordination, so long as such certificate contains commercially reasonable non-disturbance provisions. Notwithstanding the foregoing, the party holding the instrument to which this License is subordinate shall preserve this License in the event of any foreclosure sale or possessory action, so long as there is no uncured Event of Default by Licensee, and in such case, this License shall continue in full force and effect, and Licensee shall attorn to such party and shall execute, acknowledge and deliver any commercially reasonable instrument that has for its purpose and effect the confirmation of such attornment and non-disturbance. Notwithstanding the foregoing, the subordination set forth above shall be subject to the terms of any SNDA which may be entered into by and between Licensee, Licensor and Licensor's mortgagee.

22. Limitation on Liability.

Anything in this License, either expressed or implied, to the contrary notwithstanding, Licensee acknowledges and agrees that each of the covenants, undertakings and agreements herein made on the part of Licensor are made and intended not as personal covenants, undertakings and agreements of Licensor, or for the purpose of binding Licensor personally or the assets of Licensor, except Licensor's interest in the Property; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Licensor, any partner of Licensor, any parent, subsidiary or partner of Licensor or any partner of Licensor, or any of their respective heirs, personal representatives, successors and assigns.

23. RF Signage and Notices.

Licensee, and any permitted sublicensee, shall install signs alerting the public, but especially workers and public safety officials of any radio frequency emissions or other safety issues. These signs shall comply with OSHA 1910.145 and OSHA CFR 1926.200. In addition, Licensee and any permitted sublicensee are referred to two recent FCC and OSHA enforcements orders for guidance on signage. (See <http://www.fcc.gov/eb/Orders/2007/DA-07-549A1.html> and <http://www.fcc.gov/eb/Orders/2007/DA-07-2138A1.html>)

To assist Licensee and any permitted sublicensee, attached hereto and incorporated herein as Exhibit E is the industry standard for signage as established by PCIA - The Wireless Infrastructure Association's Technical Council.

24. Existing Agreement. Licensor and Licensee acknowledge that Licensee's predecessor in interest entered into a Tower Lease dated December 1, 1995 (the "Existing Lease") with the former owner of the Property. The parties further acknowledge and agree that this License is a replacement for the Existing Lease. Notwithstanding anything herein to the contrary, to the extent that Antenna Facilities already are located on the Premises as of the Commencement Date, Licensor agrees that such Antenna Facilities are approved and may remain on the Premises. Further, Licensor agrees that (i) the requirements for Licensor's approval for construction and installation of equipment (and related requirements) are applicable only to construction, installation and equipment following the Commencement Date and (ii) such requirements are waived with respect to existing Antenna Facilities installed pursuant to the Existing Lease.

[SIGNATURES APPEAR ON PAGES IMMEDIATELY FOLLOWING.]

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date aforesaid.

CITY OF LAREDO, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

LICENSEE:

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "A"

PROPERTY

1. The street address of the Property is: 1600 Water Street, Laredo, Webb County, Texas
2. The Assessor's Parcel Number is: 101-00023-010
3. The Property is recorded in the land records of Webb County, Texas
 - a. Lot No. 4-7
 - b. Block No. 276 A
 - c. Section No. N/A
 - d. Subdivision No. WESTERN - BLOCKS 01 50

EXHIBIT "B"
LICENSED PREMISES

The Licensed Premises shall consist of the following:

1. An exclusive right to the minimum number of square feet required to accommodate Licensee's Antenna Facilities identified in Exhibit C, not to exceed _____ square feet on (north/south/east//east) side of the Tower, _____ feet from the ground.
2. In addition the exclusive space identified in paragraph 1, Licensed Premises shall have the non-exclusive right to attach to the Tower all necessary wiring required to make Licensees' Antennae Facilities functional, so long as all such wiring is no higher than that distance identified in paragraph one.
3. Other than the right of ingress and egress and the ability to employ existing utility easements, Licensee has no claim to any ground space.

[An as-built drawing depicting the Premises shall replace this Exhibit

636 577-1917

69 Brewer #4 part 1/23

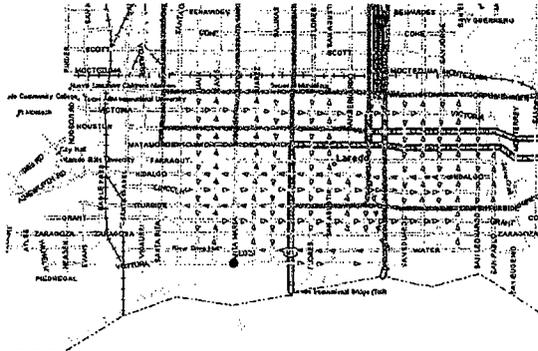
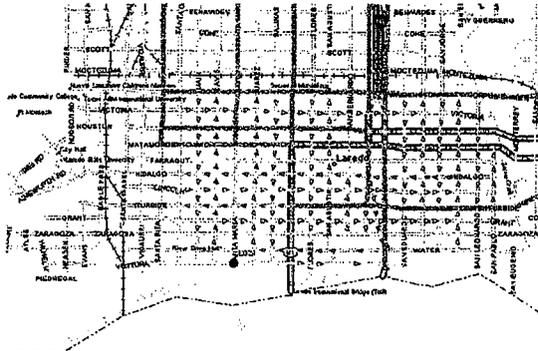
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RED LINE

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PROJECT INFORMATION			 SITE NUMBER: L024 SITE NAME: LAREDO DOWNTOWN																																
SCOPE OF WORK: UNMANNED TELECOMMUNICATIONS FACILITY MODIFICATIONS SITE ADDRESS: RIVER DRIVE MALL - 1600 WATER STREET LAREDO, WEBB COUNTY, TEXAS 78040 LATITUDE: N 27.501 LONGITUDE: W 99.5103 JURISDICTION: CITY OF LAREDO, WEBB COUNTY, TEXAS CURRENT USE: TELECOMMUNICATIONS FACILITY PROPOSED USE: TELECOMMUNICATIONS FACILITY																																			
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400 Bowie Street, Suite 250 Austin, Texas 78703 P: 512.485.9170 F: 512.485.9474 P.O. Box 1528 Austin, Texas 78767-1528 www.cingular.com			LAREDO DOWNTOWN SITE NO. L024 RIVER DRIVE MALL - 1600 WATER STREET LAREDO, TEXAS 78040																																
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GENERAL NOTES

- FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR - GOODMAN NETWORKS
SUBCONTRACTOR - GENERAL CONTRACTOR (CONSTRUCTION)
OWNER - CINGULAR
DEM - ORIGINAL EQUIPMENT MANUFACTURER
- PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING SUBCONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF THE CONTRACTOR.
- ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
- DRAWINGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO SHOW OUTLINE ONLY.
- UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- DELETED.
- THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR.
- SUBCONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER, TV CABLES, AND GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND TELCO PLAN DRAWING. SUBCONTRACTOR SHALL UTILIZE EXISTING TRAYS AND/OR SHALL ADD NEW TRAYS AS NECESSARY. SUBCONTRACTOR SHALL CONFIRM THE ACTUAL ROUTING WITH THE CONTRACTOR.
- THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
- SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY.
- SUBCONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
- ALL CONCRETE REPAIR WORK SHALL BE DONE IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE (ACI) 301.
- ANY NEW CONCRETE NEEDED FOR THE CONSTRUCTION SHALL HAVE 4000 PSI STRENGTH AT 28 DAYS. ALL CONCRETING WORK SHALL BE DONE IN ACCORDANCE WITH ACI 318 CODE REQUIREMENTS.
- ALL STRUCTURAL STEEL WORK SHALL BE DONE IN ACCORDANCE WITH AISC SPECIFICATIONS.
- CONSTRUCTION SHALL COMPLY WITH SPECIFICATION 24782-000-3APS-AD02-00002, "GENERAL CONSTRUCTION SERVICES FOR CONSTRUCTION OF CINGULAR-GENESIS SITES."
- SUBCONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE DRAWINGS MUST BE VERIFIED. SUBCONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
- THE EXISTING CELL SITE IS IN FULL COMMERCIAL OPERATION. ANY CONSTRUCTION WORK BY SUBCONTRACTOR SHALL NOT DISRUPT THE EXISTING NORMAL OPERATION. ANY WORK ON EXISTING EQUIPMENT MUST BE COORDINATED WITH CONTRACTOR. ALSO, WORK SHOULD BE SCHEDULED FOR AN APPROPRIATE MAINTENANCE WINDOW, USUALLY IN LOW TRAFFIC PERIODS AFTER MIDNIGHT.
- SINCE THE CELL SITE IS ACTIVE, ALL SAFETY PRECAUTIONS MUST BE TAKEN WHEN WORKING AROUND HIGH LEVELS OF ELECTROMAGNETIC RADIATION. EQUIPMENT SHOULD BE SHUT DOWN PRIOR TO PERFORMING ANY WORK THAT COULD EXPOSE THE WORKERS TO DANGER. PERSONAL RF EXPOSURE MONITORS ARE ADVISED TO BE WORK TO ALERT OF ANY DANGEROUS EXPOSURE LEVELS.

CONSTRUCTION NOTES

- FIELD VERIFICATION:**
SUBCONTRACTOR SHALL FIELD VERIFY SCOPE OF WORK, CIRCULAR ANTENNA PLATFORM LOCATION AND ANTENNAS TO BE REPLACED.
- COORDINATE OF WORK:**
SUBCONTRACTOR SHALL COORDINATE RF WORK AND PROCEDURES WITH CONTRACTOR.
- CABLE LADDER RACK:**
SUBCONTRACTOR SHALL FURNISH AND INSTALL CABLE LADDER RACK, CABLE TRAY, AND CONDUIT AS REQUIRED TO SUPPORT CABLES TO THE NEW BTS LOCATION.

RF NOTES

- QUANTITIES SHOWN IN () ARE TOTAL QUANTITY.
- ACTUAL LENGTHS SHALL BE DETERMINED PER SITE CONDITION BY SUBCONTRACTOR.
- THE DESIGN IS BASED ON RF DATA SHEETS, SIGNED AND APPROVED.
- RADIO SIGNAL CABLE AND RACEWAY SHALL COMPLY WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC, NFPA 70), CHAPTER 8.
- ALL SPECIFIED MATERIAL FOR EACH LOCATION (E.G., OUTDOORS, INDOORS-OCCUPIED, INDOORS-UNOCCUPIED, PLENUMS, RISER SHAFTS, ETC.) SHALL BE APPROVED, LISTED, OR LABELED AS REQUIRED BY THE NEC.
- RADIO SIGNAL CABLE SHALL BE SUPPORTED AT MINIMUM OF EVERY THREE (3) FEET AND WITHIN 1 TO 2 FEET OF ALL CONNECTORS EXCEPT INSIDE MONOPOLES OR LATTICE TOWERS WHERE CABLE AND CONNECTOR MANUFACTURER'S SUPPORT RECOMMENDATIONS SHALL BE FOLLOWED. MANUFACTURER RECOMMENDED CABLE SUPPORT ACCESSORIES SHALL BE USED.
- JUMPER LENGTHS LESS THAN 3'-0" DO NOT REQUIRE SUPPORT. JUMPER LENGTHS BETWEEN 3'-0" AND 4'-0" SHALL HAVE SUPPORTS INSTALLED IN THE MIDDLE OF THE JUMPER. JUMPER LENGTHS GREATER THAN 4'-0" SHALL HAVE SUPPORTS INSTALLED AT A MINIMUM SPACING OF 3'-0" AND WITHIN 24" OF CONNECTOR.
- THE OUTDOOR CABLE SUPPORT SYSTEM SHALL BE PROVIDED WITH AN ICE SHIELD TO SUPPORT AND PROTECT ANTENNA CABLE RUNS. SEE DETAIL NUMBER 576.
- DRIP LOOPS SHALL BE REQUIRED ON ALL OUTSIDE CABLES. CABLES SHALL BE SLOPED AWAY FROM THE BUILDING OR OUTDOOR BTS CABINETS TO PREVENT WATER FROM ENTERING THROUGH THE COAXIAL CABLE PORT.
- ALL FEEDER LINE AND JUMPER CONNECTORS FOR GSM SHALL BE CIRCULAR-APPROVED 7/16 DIN CABLE CONNECTORS THAT MEET IP68 STANDARDS.
- WHEN MODIFYING EXISTING TDMA COAXIAL CABLES FOR GSM USE, REMOVE ALL EXISTING N-TYPE CONNECTORS WHERE FEASIBLE AND REPLACE WITH NEW 7/16 DIN IP68-RATED CONNECTORS.
- MINIMUM CABLE BENDING RADIUS SHALL BE ADHERED TO IN ACCORDANCE WITH DETAIL 309.
- ALL OUTDOOR CONNECTORS AND ALL COAXIAL CABLE SHIELDING GROUND POINTS SHALL BE WEATHERPROOFED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS WITH THE FOLLOWING MODIFICATION TO THE FIRST TAPE PASS:

START WITH ANDREW WEATHERPROOFING KIT TYPE 221213. START TAPE APPROX. FIVE INCHES FROM THE CONNECTOR AND WRAP TWO INCHES TOWARD THE CONNECTOR, THEN REVERSE THE TAPE SO THAT THE STICKY SIDE IS UP. TAPE OVER THE CONNECTOR OR SURGE ARRESTOR UNTIL THREE TO FOUR INCHES BEYOND THE CONNECTOR AND REVERSE AGAIN WITH THE STICKY SIDE DOWN. FOR ANOTHER INCH OR TWO, ADD THE BUTYL RUBBER AND FINISH WITH A FINAL LAYER OF ANDREWS TAPE.
- MHA's/TMA's SHALL NOT BE PAINTED.
- ANTENNAS SHALL BE PAINTED, WHEN REQUIRED, TO MATCH EXISTING ANTENNAS IN ACCORDANCE WITH ANTENNA MANUFACTURER'S SURFACE PREPARATION AND PAINTING REQUIREMENTS.
- CABLE SHIELDS AND TOWER CONDUITS SHALL BE GROUNDED AT THE TOP OF THE TOWER, WITHIN 10 FEET OF THEIR CONNECTORS, AND AT THE BOTTOM OF THE TOWER ABOUT 8 INCHES BEFORE THEY TURN TOWARD THE FACILITY. THEY SHALL BE GROUNDED AT THE MIDPOINT OF TOWERS THAT ARE BETWEEN 150 FEET AND 300 FEET HIGH, AND AT INTERVALS OF 150 FEET OR LESS ON TOWERS THAT ARE HIGHER THAN 300 FEET. THEY SHALL BE ALSO GROUNDED AT THE WAVEGUIDE ENTRANCE TO THE FACILITY. MIDPOINT GROUNDING IS NOT REQUIRED FOR MONOPOLES IF CABLES ARE INSIDE THE MONOPOLE.
- APPROVED GROUNDING KITS, WHICH INCLUDE GROUNDING STRAPS, SHALL BE USED TO GROUND THE COAXIAL CABLE SHIELDS, AND CONDUITS, THE GROUND CONDUCTORS FOR THE KITS AT THE TOP OF THE TOWER, AND IN THE MIDDLE SECTION OF THE TOWER. ARE BONDED DIRECTLY TO TOWER STEEL USING EXOTHERMIC, BOLTED, OR APPROVED CLAMP CONNECTIONS. ONE CLAMP CONNECTION PER CABLE. MULTIPLE GROUND LEADS ON ONE BOLTED OR CLAMPED CONNECTION IS NOT ACCEPTABLE. GROUND BARS AT BOTTOM OF TOWERS SHALL USE EXOTHERMIC CONNECTIONS.
- ALL RADIO SIGNAL CABLE SHALL BE LABELED WITH COLOR-CODED ELECTRICAL TAPE (3M SCOTCH 35, 7 MILS THICK, 1/4 INCH WIDE, VINYL ELECTRICAL TAPE, OR CONTRACTOR APPROVED EQUAL) AND BRASS OR STAINLESS STEEL IDENTIFICATION TAGS AS SPECIFIED IN DETAIL NUMBER 600.
- THE SUBCONTRACTOR SHALL FILL IN DETAIL 601 AND AFFIX IT TO A WEATHER-PROTECTED LOCATION (E.G., THE SHELTER INTERIOR WALL) NEAR THE CABLE PORT.
- RECOMMENDED SURGE ARRESTORS THAT CAN BE USED WITH THE BTS EQUIPMENT:
ANDREW: 7/16 DIN M/F WIDEBAND 1/4 WAVE, GAS TUBE WITH DC BYPASS
HUBER+SUNNER: 7/16 DIN M/F WIDEBAND 1/4 WAVE, GAS TUBE WITH DC BYPASS.
- DUPLEXERS AND/OR DIPLXERS AND MOUNTING HARDWARE (J CLAMPS) WHERE REQUIRED SHALL BE SUPPLIED BY CONTRACTOR AND INSTALLED BY THE SUBCONTRACTOR.
- MHA/TMA'S TO BE INSTALLED AT TOWER TOP SHALL BE SUPPLIED BY CONTRACTOR (WHERE REQUIRED) AND INSTALLED BY THE SUBCONTRACTOR.
- ANTENNA FEED LINE SYSTEM SWEEP TESTING SHALL BE PERFORMED AND REPORTED IN ACCORDANCE WITH THE REQUIREMENTS OF AISC DOCUMENT NO. WMS-0284 (REV. #3.0, 10/24/2002). CONTRACTOR WILL NOT ACCEPT A RADIO SIGNAL CABLE INSTALLATION WITH UNSATISFACTORY SWEEP TEST RESULTS.

COLOR CODE NOTES

- EXISTING COLOR BANDS ON EXISTING COAX ARE TO REMAIN UNTOUCHED.
- WHEN AN EXISTING COAX IS BEING USED FOR THE NEW RF CONFIGURATION, THE EXISTING COLOR BAND IS TO REMAIN UNTOUCHED.
- WHEN A NEW COAX IS BEING ADDED FOR THE NEW RF CONFIGURATION, THE COLOR OF THE BAND SHOULD MATCH AS DESIGNATED TO THE RESPECTIVE SECTOR. REFER TO SHEET CS FOR ADDITIONAL INFORMATION.

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194 CORTLAND PARKWAY S.
BAY WILLOW, TEXAS 78008

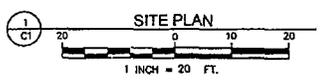
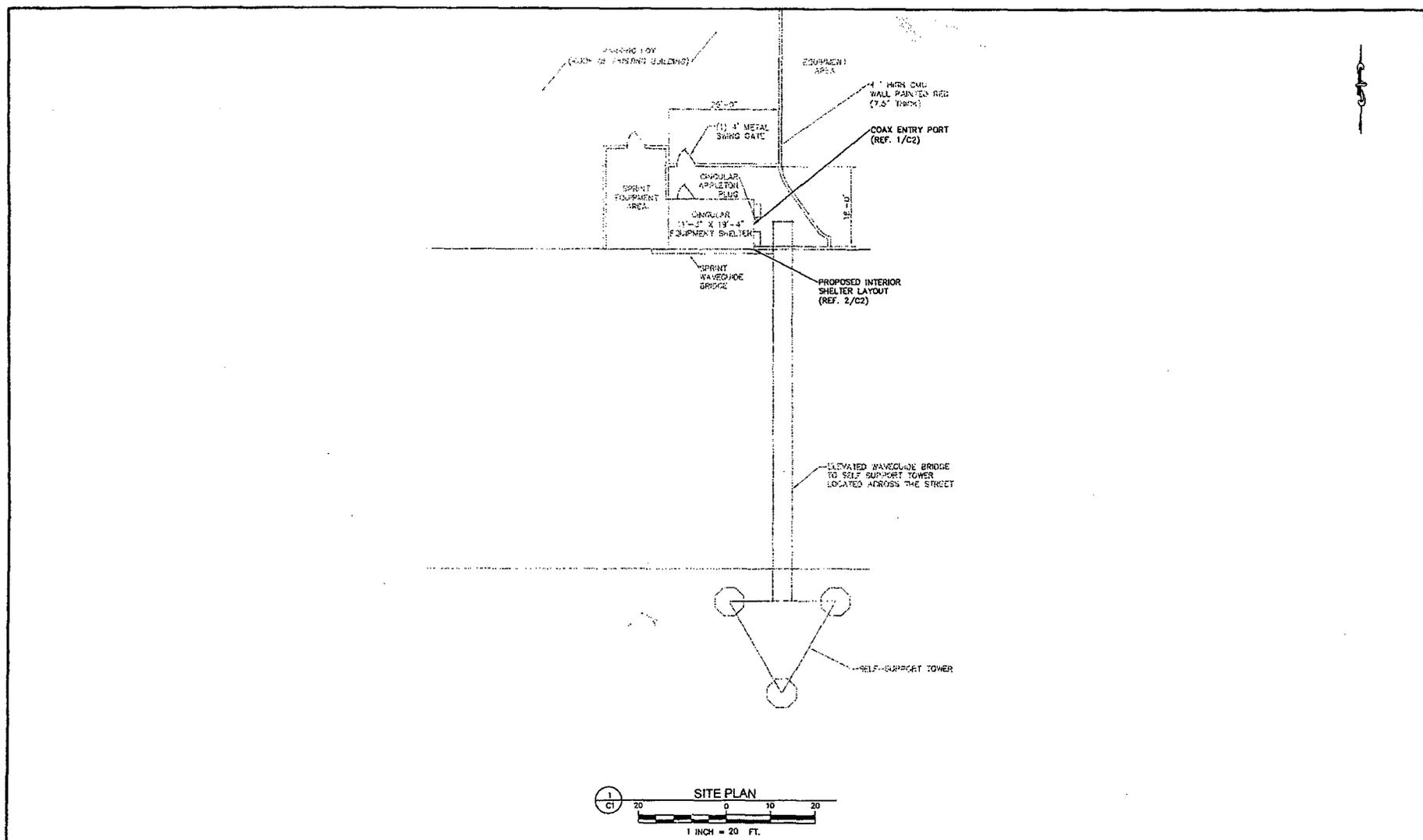
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SITE NO. 024
RIVER DRIVE HALL - 1600 WATER STREET
LAREDO, TEXAS 78040



CINGULAR WIRELESS
7200 BAY FRENCH
SAN ANTONIO, TEXAS 78216

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GENERAL NOTES	
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	DRAWN BY: JCA
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 220 West Foothill
 SAN ANTONIO, TEXAS 78208

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CINGULAR WIRELESS		
SITE PLAN		
SHEET NUMBER	DRAWING NUMBER	REV
L024	C1	0

TYPICAL GROWTH CONFIGURATION FOR ERICSSON INDOOR RBS 2206 BTS

ERICSSON INDOOR DIMENSIONS	
CABINET	DEPTH x WIDTH x HEIGHT
INDOOR RBS 2206	17.72"x23.62"x72.83" (450mm x 600mm x 1850mm)
INDOOR BASE	15.75"x23.62"x2.00" (400mm x 600mm x 50mm)
BBS 2206 BATTERY BACK-UP	15.75"x23.62"x72.87" (400mm x 600mm x 1850mm)

NOTE-SEISMIC ZONE 3 & 4 ANCHORING SPECIFICATIONS SHALL BE PROVIDED BY ERICSSON.

ERICSSON INDOOR WEIGHT & FLOOR LOADING		
CABINET	APPROX. MAX. WEIGHT	MAX. FLOOR LOADING
INDOOR RBS 2206	507 LBS (230 KG)	186 LBS/FT ² (958 KG/M ²)
BBS 2206 BATTERY BACK-UP	1433 LBS (650 KG)	555 LBS/FT ² (2709 KG/M ²)

ERICSSON INDOOR MINIMUM CLEARANCES	
DIRECTION	MINIMUM CLEARANCE
CABINET REAR AND WALL	2" (50.4mm)
CABINET RIGHT/LEFT SIDE AND WALL	0" (0mm)
ABOVE THE RBS CABINET	18" (457mm) 9.84" (250mm) B/T TOP OF RBS CABINET AND CABLE TRAY
IN FRONT OF THE CABINET	40" (1016mm)
BETWEEN RBS AND BBS	MAXIMUM SPACING 49.2" (1250mm)

1 INDOOR CABINET INFORMATION
C3 SCALE: N.T.S.

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www.cteengineering.com

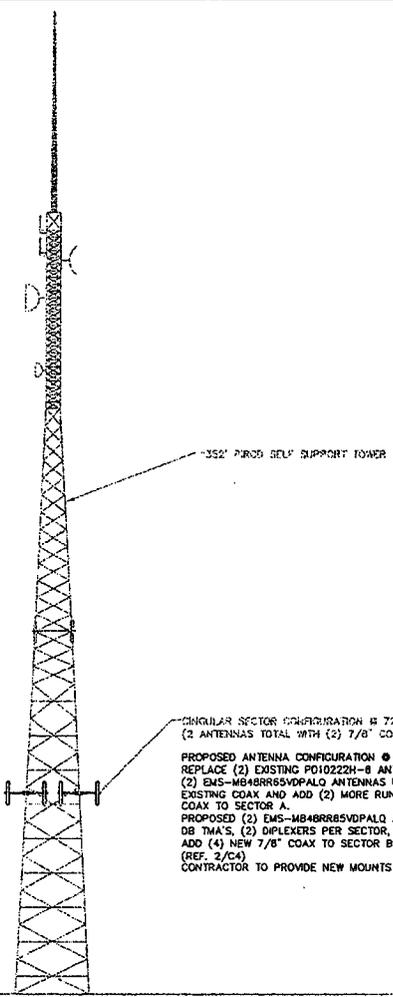
Goodman
GOODMAN NETWORKS, INC.
10000 North Central Expressway
Suite 2000
Dallas, Texas 75243

LAREDO DOWNTOWN
SITE NO. L024
RIVER DRIVE MALL - 1600 WATER STREET
LAREDO, TEXAS 78040

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CINGULAR WIRELESS
200 DALLAS STREET
DALLAS, TEXAS 75201

CINGULAR WIRELESS			
INDOOR CABINET DETAIL			
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SITE NUMBER		DRAWING NUMBER	
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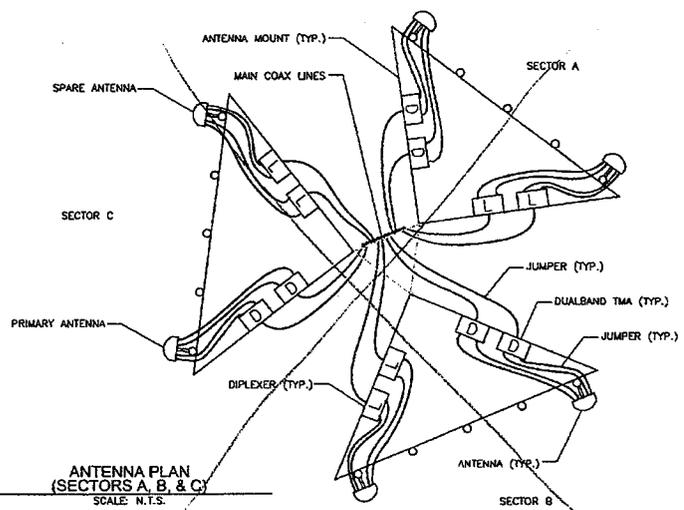


TOWER ELEVATION
SCALE: N.T.S.

CIRCULAR SECTOR CONFIGURATION @ 72°
(2 ANTENNAS TOTAL WITH (2) 7/8" COAX)

PROPOSED ANTENNA CONFIGURATION @ 72°:
REPLACE (2) EXISTING PD10222H-8 ANTENNAS WITH
(2) EMS-MB4BR85VDPALQ ANTENNAS UTILIZING
EXISTING COAX AND ADD (2) MORE RUNS OF 7/8"
COAX TO SECTOR A.

PROPOSED (2) EMS-MB4BR85VDPALQ ANTENNAS (2)
DB TMA'S, (2) DIPLEXERS PER SECTOR, AND
ADD (4) NEW 7/8" COAX TO SECTOR B AND SECTOR C
(REF. 2/C4)
CONTRACTOR TO PROVIDE NEW MOUNTS AS REQUIRED



ANTENNA PLAN
(SECTORS A, B, & C)
SCALE: N.T.S.

LEGEND

- D DUALBAND / TMA
- L DIPLEXER
- N (N) DUAL BAND GSM ANTENNA
- NEW COAX JUMPER AT PLATFORM

CONSTRUCTION NOTES

1. FIELD VERIFICATION: SUBCONTRACTOR SHALL FIELD VERIFY SCOPE OF WORK, CIRCULAR ANTENNA PLATFORM LOCATION AND ANTENNAS TO BE REPLACED.
2. COORDINATION OF WORK: SUBCONTRACTOR SHOULD COORDINATE RF WORK AND PROCEDURES WITH CONTRACTOR.
3. SEE STRUCTURAL ANALYSIS FOR EXACT LOCATION OF COAX ON TOWER.
4. AZIMUTH TO BE TAKEN FROM TRUE NORTH.
5. COAX LOCATION SHOWN ABOVE IS FOR ILLUSTRATION PURPOSES ONLY. REFER TO STRUCTURAL ANALYSIS FOR EXACT AND RECOMMENDED ROUTING AND LOCATION.
6. ANTENNAS & MECHANICAL DOWNTILT PER RF DATA SHEET.
7. CONTRACTOR TO SUPPLY ANTENNA MOUNTS AS SPECIFIED IN STRUCTURAL ANALYSIS.

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GOODMAN NETWORKS, INC.
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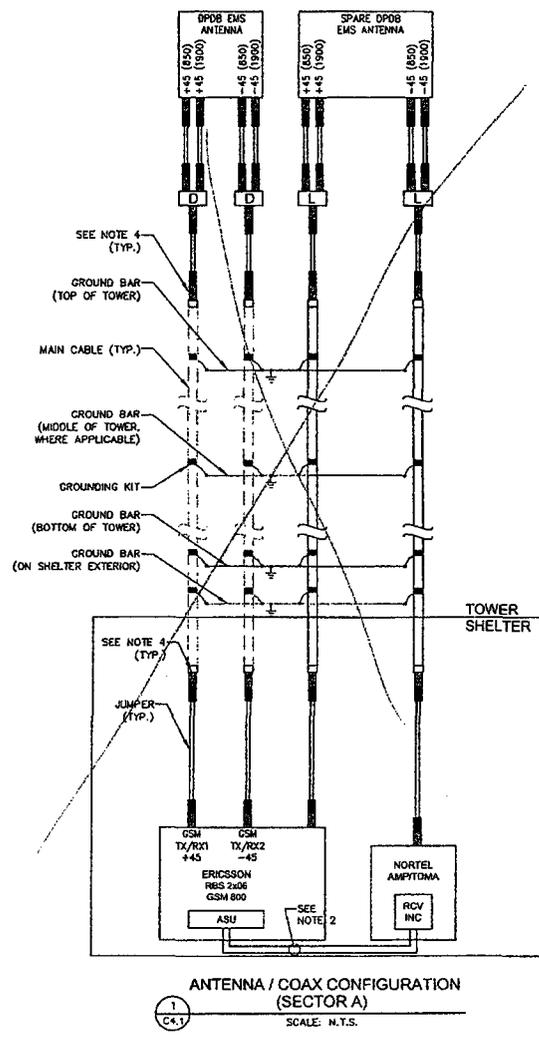
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LAREDO, TEXAS 78040

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DESIGNED BY: CAY		DRAWN BY: JCA

CINGULAR WIRELESS		
TOWER ELEVATION & ANTENNA PLAN		
SITE NUMBER	DESIGN NUMBER	REV
L024	C4	0

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RE PLACE
"N" CONNECTOR
WITH DIN
CONNECTOR
BUILT 1
10' JUMPER.

Paul

NOTES

1. ALL NEW CONNECTORS ARE "DIN" UNLESS NOTED "N".
2. ASU AND/OR BIAS-T INTEGRATED INTO GSM BTS BY GOODMAN NETWORKS / OTHERS.
3. ADDITIONAL HOISTING GRIP TO BE USED MID-POINT ON ALL SITES OVER 350'.
4. CHANGE EXISTING MAIN COAX N FEMALE CONNECTORS TO DIN FEMALE AT BOTH ENDS.

LEGEND

	DIPLEXER
	DUALBAND TMA
	50 OHM LOAD
	MALE CONNECTOR (E) DIN CONNECTION
	FEMALE CONNECTOR
	MALE CONNECTOR (N) DIN CONNECTION
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	MALE CONNECTOR (E) N CONNECTION
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	MALE CONNECTOR (N) N CONNECTION
	FEMALE CONNECTOR
	MALE DIN CONNECTION (E) SURGE ARRESTOR
	FEMALE DIN CONNECTION
	MALE DIN CONNECTION (N) SURGE ARRESTOR
	FEMALE DIN CONNECTION
	NEW JUMPER
	EXISTING MAIN COAX
	NEW MAIN COAX
	EXISTING (TO BE REMOVED)
	EXISTING EQUIPMENT
	NEW EQUIPMENT

ANTENNA / COAX CONFIGURATION (SECTOR A)
SCALE: N.T.S.

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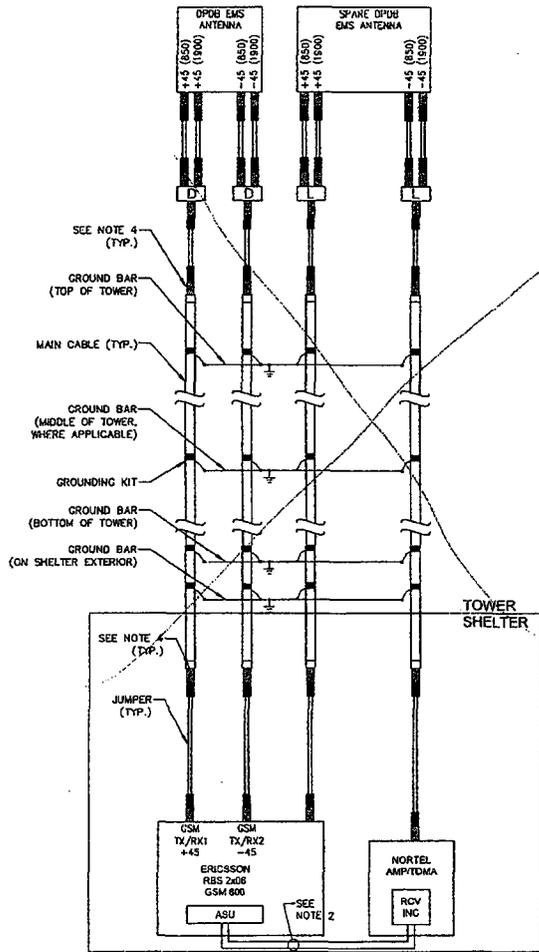
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CINGULAR WIRELESS		
ANTENNA CONFIGURATION		
SITE NUMBER	QUANTITY NUMBER	REV
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C4.1
ANTENNA / COAX CONFIGURATION
(SECTOR A)
SCALE: N.T.S.

NOTES

1. ALL NEW CONNECTORS ARE "DIN" UNLESS NOTED "N".
2. ASU AND/OR BMS-T INTEGRATED INTO GSM BTS BY GOODMAN NETWORKS / OTHERS.
3. ADDITIONAL HOISTING GRIP TO BE USED MID-POINT ON ALL SITES OVER 350'.
4. CHANGE EXISTING MAIN COAX N FEMALE CONNECTORS TO DIN FEMALE AT BOTH ENDS.

LEGEND

- DIPLEXER
- DUALBAND TMA
- 50 OHM LOAD
- MALE CONNECTOR (E) DIN CONNECTION
- FEMALE CONNECTOR
- MALE CONNECTOR (N) DIN CONNECTION
- FEMALE CONNECTOR
- MALE CONNECTOR (E) N CONNECTION
- FEMALE CONNECTOR
- MALE CONNECTOR (N) N CONNECTION
- FEMALE CONNECTOR
- MALE DIN CONNECTION (E) SURGE ARRESTOR
- FEMALE DIN CONNECTION
- MALE DIN CONNECTION (N) SURGE ARRESTOR
- FEMALE DIN CONNECTION
- NEW JUMPER
- EXISTING MAIN COAX
- NEW MAIN COAX
- EXISTING (TO BE REMOVED)
- EXISTING EQUIPMENT
- NEW EQUIPMENT

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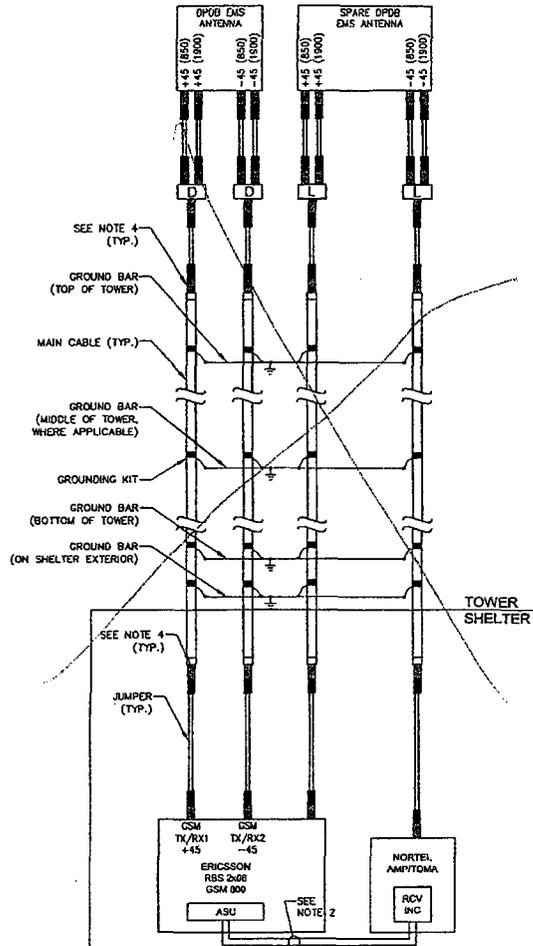
CINGULAR WIRELESS
1000 WEST FIZBERG
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SCALE: AS SHOWN DESIGNED BY: CAY DRAWN BY: JCA

CINGULAR WIRELESS		
ANTENNA CONFIGURATION		
SITE NUMBER	DRAWING NUMBER	REV
L024	C4.2	0

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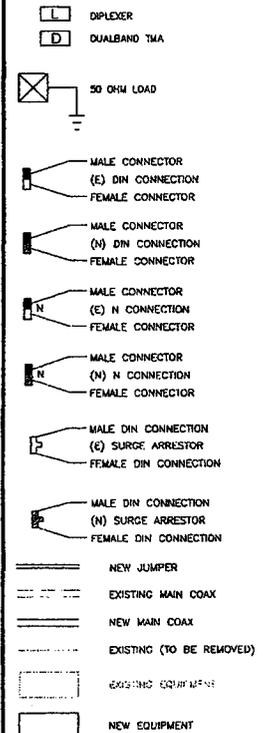


1
C4.1
ANTENNA / COAX CONFIGURATION
(SECTOR A)
SCALE: N.T.S.

NOTES

1. ALL NEW CONNECTORS ARE "DIN" UNLESS NOTED "N".
2. ASU AND/OR BMS-T INTEGRATED INTO GSM BTS BY GOODMAN NETWORKS / OTHERS.
3. ADDITIONAL HOISTING GRIP TO BE USED MID-POINT ON ALL SITES OVER 350'.
4. CHANGE EXISTING MAIN COAX N FEMALE CONNECTORS TO DIN FEMALE AT BOTH ENDS.

LEGEND



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Goodman
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SAN ANTONIO, TEXAS 78208

LAREDO DOWNTOWN
SITE NO. L024
RIVER DRIVE MALL - 1600 WATER STREET
LAREDO, TEXAS 78040

cingular
WIRELESS
CINGULAR WIRELESS
100 BAY FERRIS
SAN ANTONIO, TEXAS 78248

NO.	DATE	REVISIONS
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DESIGNED BY: GAY		DRAWN BY: JGA

CINGULAR WIRELESS

ANTENNA CONFIGURATION

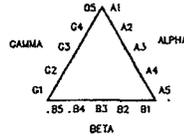
SITE NUMBER	DRAWING NUMBER	REV
L024	C4.3	0

CINGULAR RF CABLE COLOR CODE

(3-SECTOR SITES)

SECTOR/ POSITION	FEED L/NR/TOP	COLOR	2ND COLOR	3RD COLOR
ALPHA 1	+ / 850-	RED	BLUE	NONE
ALPHA 1	+ / 850-	RED	BLUE	WHITE
ALPHA 1	NA / 1900-	RED	BLUE	RED
ALPHA 1	NA / 1900-	RED	BLUE	YELLOW
ALPHA 2	+ / 850-	RED	ORANGE	NONE
ALPHA 2	+ / 850-	RED	ORANGE	WHITE
ALPHA 2	NA / 1900-	RED	ORANGE	RED
ALPHA 2	NA / 1900-	RED	ORANGE	YELLOW
ALPHA 3	+ / 850-	RED	GREEN	NONE
ALPHA 3	+ / 850-	RED	GREEN	WHITE
ALPHA 3	NA / 1900-	RED	GREEN	RED
ALPHA 3	NA / 1900-	RED	GREEN	YELLOW
ALPHA 4	+ / 850-	RED	BROWN	NONE
ALPHA 4	+ / 850-	RED	BROWN	WHITE
ALPHA 4	NA / 1900-	RED	BROWN	RED
ALPHA 4	NA / 1900-	RED	BROWN	YELLOW
ALPHA 5	+ / 850-	RED	SLATE(GRAY)	NONE
ALPHA 5	+ / 850-	RED	SLATE(GRAY)	WHITE
ALPHA 5	NA / 1900-	RED	SLATE(GRAY)	RED
ALPHA 5	NA / 1900-	RED	SLATE(GRAY)	YELLOW
BETA 1	+ / 850-	BLUE	BLUE	NONE
BETA 1	+ / 850-	BLUE	BLUE	WHITE
BETA 1	NA / 1900-	BLUE	BLUE	RED
BETA 1	NA / 1900-	BLUE	BLUE	YELLOW
BETA 2	+ / 850-	BLUE	ORANGE	NONE
BETA 2	+ / 850-	BLUE	ORANGE	WHITE
BETA 2	NA / 1900-	BLUE	ORANGE	RED
BETA 2	NA / 1900-	BLUE	ORANGE	YELLOW
BETA 3	+ / 850-	BLUE	GREEN	NONE
BETA 3	+ / 850-	BLUE	GREEN	WHITE
BETA 3	NA / 1900-	BLUE	GREEN	RED
BETA 3	NA / 1900-	BLUE	GREEN	YELLOW
BETA 4	+ / 850-	BLUE	BROWN	NONE
BETA 4	+ / 850-	BLUE	BROWN	WHITE
BETA 4	NA / 1900-	BLUE	BROWN	RED
BETA 4	NA / 1900-	BLUE	BROWN	YELLOW
BETA 5	+ / 850-	BLUE	SLATE(GRAY)	NONE
BETA 5	+ / 850-	BLUE	SLATE(GRAY)	WHITE
BETA 5	NA / 1900-	BLUE	SLATE(GRAY)	RED
BETA 5	NA / 1900-	BLUE	SLATE(GRAY)	YELLOW
GAMMA 1	+ / 850-	GREEN	BLUE	NONE
GAMMA 1	+ / 850-	GREEN	BLUE	WHITE
GAMMA 1	NA / 1900-	GREEN	BLUE	RED
GAMMA 1	NA / 1900-	GREEN	BLUE	YELLOW
GAMMA 2	+ / 850-	GREEN	ORANGE	NONE
GAMMA 2	+ / 850-	GREEN	ORANGE	WHITE
GAMMA 2	NA / 1900-	GREEN	ORANGE	RED
GAMMA 2	NA / 1900-	GREEN	ORANGE	YELLOW
GAMMA 3	+ / 850-	GREEN	GREEN	NONE
GAMMA 3	+ / 850-	GREEN	GREEN	WHITE
GAMMA 3	NA / 1900-	GREEN	GREEN	RED
GAMMA 3	NA / 1900-	GREEN	GREEN	YELLOW
GAMMA 4	+ / 850-	GREEN	BROWN	NONE
GAMMA 4	+ / 850-	GREEN	BROWN	WHITE
GAMMA 4	NA / 1900-	GREEN	BROWN	RED
GAMMA 4	NA / 1900-	GREEN	BROWN	YELLOW
GAMMA 5	+ / 850-	GREEN	SLATE(GRAY)	NONE
GAMMA 5	+ / 850-	GREEN	SLATE(GRAY)	WHITE
GAMMA 5	NA / 1900-	GREEN	SLATE(GRAY)	RED
GAMMA 5	NA / 1900-	GREEN	SLATE(GRAY)	YELLOW

ANTENNA SECTOR AND CABLE DEFINITION



ANTENNA POSITIONS AS VIEWED FROM TOP OF ANTENNA MOUNT

NOTES:

- USING COLOR BANDS ON THE CABLES, MARK ALL RF CABLE BY SECTOR AND CABLE NUMBER AS SHOWN ON "CABLE COLOR CODE TABLE".
- THE STANDARD CABLE MARKING TAPE IS BASED ON THE "4 HEAVY" COLORED TAPES.
- IN THE ABSENCE OF AN EXISTING COLOR CODING AND TAGGING SCHEME, OR WHEN INSTALLING NEW COAXIAL CABLES, THIS GUIDELINE IS TO BE IMPLEMENTED AT THE SITE REGARDLESS OF TECHNOLOGY.
- SECTOR ORIENTATION/AZMUTH WILL VARY FROM REGION TO REGION AND IS SITE SPECIFIC. REFER TO RF DATASHEET FOR EACH SPECIFIC SITE TO DETERMINE THE SECTOR ORIENTATION.
- WHEN COLOR CODING CABLES, THE 1ST COLOR IS ALWAYS FARTHEST FROM THE CONNECTOR WHERE THE CABLE IS BEING MARKED.

ALL RF CABLE SHALL BE MARKED AS PER CABLE MARKING LOCATIONS TABLE BELOW:

CABLE MARKING LOCATIONS		
NO.	TAPE	LOCATIONS
1.	X	ON JUMPER CONNECTED TO ANTENNA.
2.	X	ON MAIN COAX AT ANTENNA MOUNT.
3.	X	ON MAIN COAX OUTSIDE ENTRY PORT.
4.	X	ON JUMPER CONNECTED TO EQUIPMENT.

(OMNI SITES)

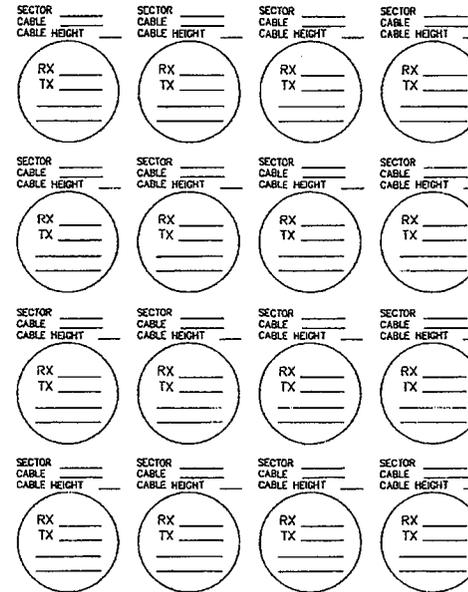
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OMNI	1	YELLOW ORANGE	NONE
OMNI	1	YELLOW GREEN	NONE
OMNI	1	YELLOW BROWN	NONE

1
CS

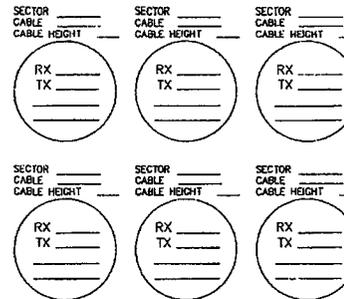
CABLE MARKING DETAILS

SCALE: N.T.S.

EXISTING CABLE PORT



ADDITIONAL CABLE PORT (IF REQUIRED)



DESIGNER'S/ ENGINEER'S NOTES:

- CABLE PORT DIAGRAM WILL BE AFFIXED TO THE INTERIOR SHELTER WALL NEAR THE CABLE ENTRY TO AID IN CABLE IDENTIFICATION. THE CHART IS INTENDED TO BE USED TO RECORD THE FUNCTION (RX, TX, ETC.) OF EACH ANTENNA AND RF CABLE AT THE TIME OF INSTALLATION.
- ONE COMPLETED COPY PLUS TWO BLANK COPIES OF THE CHART SHOULD BE POSTED IN THE SHELTER IN A PROTECTIVE PLASTIC SLEEVE.

2
CS

CABLE PORT DETAILS

SCALE: N.T.S.

CAUTION: HARMFUL RF ENERGY EXISTS ON THESE LINES

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SCALE: AS SHOWN DESIGNED BY: CAT DRAWN BY: JCA

CINGULAR WIRELESS

PORT ENTRY & COLOR CODE

SITE NUMBER	CABLE MARKING NUMBER	REV.
L024	CS	0

ELECTRICAL INSTALLATION METHODS AND MATERIALS

1. WIRING, RACEWAY, AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC AND TELCORDIA.
2. SUBCONTRACTOR SHALL MODIFY EXISTING CABLE TRAY SYSTEM AS REQUIRED TO SUPPORT RF AND TRANSPORT CABLEING TO THE NEW BTS EQUIPMENT.
3. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MAXIMUM CABLE SEPARATION AS REQUIRED BY THE NEC AND TELCORDIA.
4. CABLES SHALL NOT BE ROUTED THROUGH LADDER-STYLE CABLE TRAY RUNGS.
5. EACH END OF EVERY POWER, GROUNDING, AND T1 CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2 INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL), PHASE CONDUCTOR COLOR CODES SHALL CONFORM WITH THE NEC & OSHA AND MATCH EXISTING INSTALLATION REQUIREMENTS.
6. POWER PHASE CONDUCTORS (I.E., HOTS) SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2 INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL), PHASE CONDUCTOR COLOR CODES SHALL CONFORM WITH THE NEC & OSHA AND MATCH EXISTING INSTALLATION REQUIREMENTS.
7. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING, AND BRANCH CIRCUIT ID NUMBERS (I.E., PANELBOARD AND CIRCUIT ID'S).
8. PANELBOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS.
9. ALL THE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
10. POWER, CONTROL, AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#14 AWG AND LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90 °C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED.
11. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (#8 AWG AND LARGER), 600 V, OIL RESISTANT THHN OR THWN-2 GREEN INSULATION, CLASS B STRANDED COPPER CABLE RATED FOR 90 °C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED.
12. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED OUTDOORS, OR BELOW GRADE, SHALL BE SINGLE CONDUCTOR #2 AWG SOLID TINNED COPPER CABLE.
13. POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 AWG AND LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90 °C (WET AND DRY) OPERATION; WITH OUTER JACKET; LISTED OR LABELED FOR THE LOCATION USED.
14. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WRENUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WRENUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 75 °C (90 °C IF AVAILABLE).
15. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
16. NEW RACEWAY OR CABLE TRAY WILL MATCH THE EXISTING INSTALLATION WHERE POSSIBLE.
17. ELECTRICAL METALLIC TUBING (EMT) OR RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40, OR RIGID PVC SCHEDULE 80 FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
18. ELECTRICAL METALLIC TUBING (EMT), ELECTRICAL NONMETALLIC TUBING (ENT), OR RIGID NONMETALLIC CONDUIT (RIGID PVC, SCHEDULE 40) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
19. GALVANIZED STEEL, INTERMEDIATE METALLIC CONDUIT (IMC) SHALL BE USED FOR OUTDOOR LOCATIONS ABOVE GRADE.
20. RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80) SHALL BE USED UNDERGROUND; DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR ENCASED IN REINFORCED CONCRETE IN AREAS OF HEAVY VEHICLE TRAFFIC.

21. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
22. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SILICONE FITTINGS ARE NOT ACCEPTABLE.
23. CABINETS, BOXES, AND WIREWAYS SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
24. CABINETS, BOXES, AND WIREWAYS TO MATCH THE EXISTING INSTALLATION WHERE POSSIBLE.
25. WIREWAYS SHALL BE EPOXY-COATED (GRAY) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARD; SHALL BE PANDUIT TYPE E (OR EQUAL); AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
26. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES, AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL. SHALL MEET OR EXCEED UL 50, AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
27. METAL RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED, OR NON-CORRODING; SHALL MEET OR EXCEED UL 514 AND NEMA OS 1; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
28. NONMETALLIC RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
29. THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CONTRACTOR BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
30. THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD AGAINST LIFE AND PROPERTY.

TRANSIENT VOLTAGE SURGE SUPPRESSION (TVSS)

1. TVSS DEVICES FOR AC POWER SHALL BE INSTALLED IN ALL EXISTING FACILITIES THAT ARE MISSING TVSS DEVICES OR HAVE UNSUITABLE TVSS DEVICES.
2. SURGE SUPPRESSION AND PROTECTION DEVICES SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC) ART 250, 280, AND CHAPTER 8, AS APPLICABLE.
3. EACH EXISTING AC POWER SERVICE DISCONNECT SHALL HAVE AN INTEGRATED COMMON MODE TVSS MODULE. THE TVSS MODULE SHALL BE EITHER CUTLER-HAMMER, CLIPPER POWER SYSTEM, MODEL CPS-5X, 120 KA (WITH THE BASIC DIAGNOSTIC PACKAGE AND FORM-C ALARM CONTACTS) OR (FOR CINGULAR SITES WITHOUT THE INTEGRATED CUTLER-HAMMER PANELBOARD) INNOVATIVE TECHNOLOGIES MODEL PTX-150-1S101 FOR SINGLE PHASE OR PTX150-3Y101 FOR 3-PHASE (OR OWNER APPROVED EQUAL).
4. THE AC POWER COMMON MODE SURGE SUPPRESSOR SHALL BE CONNECTED TO THE COMMERCIAL POWER INPUT SIDE OF THE MANUAL TRANSFER SWITCH.
5. IN MARKETS WITH LIGHTNING ZONE > OR = TO 4, RF TVSS DEVICE SHALL BE INSTALLED AT THE ENTRANCE TO THE SHELTER OR AS CLOSE AS POSSIBLE TO THE BTS CABINET FOR OUTDOOR SITES TO PROTECT AGAINST LIGHTNING AND TRANSIT VOLTAGES. THE RF TVSS DEVICES SHALL BE D.C. PASSING, 1/4 WAVE GAS TUBE WITH 7/16 DIN CONNECTORS.
6. SEE DETAILS 520 AND 527 FOR ADDITIONAL RF COAXIAL TVSS REQUIREMENTS.
7. A T1 TRANSPORT TVSS DEVICE SHALL BE INSTALLED AT ALL SITES BETWEEN THE NIU AND THE BTS. THE T1 TVSS SHALL BE ATLANTIC SCIENTIFIC MODEL NO. 90700 WITH 5" DIN RAIL #21605 FOR UP TO 4 TVSS MODULES.

TRANSPORT (T1) LINES

1. ALL RACEWAY SHALL COMPLY WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC, NFPA 70), CHAPTER 8.
2. ALL SPECIFIED MATERIAL FOR EACH LOCATION (E.G., OUTDOORS INDOORS-OCCURRED, INDOORS-UNOCCUPIED, PLENUMS, RISER SHAFTS, ETC.) SHALL BE APPROVED, LISTED, OR LABELED AS REQUIRED BY THE NEC.

3. METALLIC CONDUIT OR TUBING FOR T1 LINES SHALL BE BONDED TO GROUND AT BOTH ENDS.
4. FOR ERICSSON GSM BTS CABINET ONLY - ERICSSON SHALL BE NOTIFIED FOR T1 CABLE LENGTH GREATER THAN 100' (LENGTH IS BETWEEN TELCO PANEL AND ERICSSON SUPPLIED BTS). SUPPLY & INSTALLATION OF T1 CABLE BY ERICSSON.
5. FOR NOKIA GSM BTS CABINET ONLY - THE T1 CABLE SHALL BE IDENTIFIED AT BOTH ENDS WITH A COMPUTER-PRINTED SELF-LAMINATING POLYESTER WIRE MARKERS (BRADY CORR. OR EQUAL). USE THE "FROM" LOCATION FOLLOWING TYPICAL ID NAME AT THE NIU AND AT THE NOKIA BTS:
CINGULAR GSM T1
LEC OCT#

GROUNDING NOTES

1. THE SUBCONTRACTOR SHALL REVIEW AND INSPECT THE EXISTING (AS FACILITY GROUNDING SYSTEM AND LIGHTNING PROTECTION SYSTEM (AS DESIGNED AND INSTALLED) FOR STRICT COMPLIANCE WITH THE NEC (AS ADOPTED BY THE AHJ), THE SITE-SPECIFIC (UL, LPI, OR NFPA) LIGHTNING PROTECTION CODE, AND GENERAL COMPLIANCE WITH TELCORDIA AND TIA GROUNDING STANDARDS. THE SUBCONTRACTOR SHALL REPORT ANY VIOLATIONS OR ADVERSE FINDINGS TO THE CONTRACTOR FOR RESOLUTION.
2. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION, AND AC POWER (ECS)) SHALL BE BONDED TOGETHER, AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
3. THE SUBCONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND B1) FOR NEW GROUND ELECTRODE SYSTEMS. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE THE DESIRED TEST RESULT OF 5 OHMS OR LESS. HOWEVER, A DEVIATION WILL NOT BE REQUIRED IF A RESISTANCE TEST RESULT OF 10 OHMS OR LESS CAN BE DOCUMENTED.
4. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GROUND INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
5. EACH INDOOR BTS CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH SUPPLEMENTAL EQUIPMENT GROUND WIRES, #8 AWG OR LARGER.
6. EXOTHERMIC WELDS OR BURNDY HYDROGUND HIGH COMPRESSION CONNECTIONS (WHERE PERMITTED BY LOCAL CODES) SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
7. APPROVED ANTIOXIDANT COATINGS (I.E., CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
8. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMIC ALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
9. SURFACES TO BE CONNECTED TO GROUND CONDUCTORS SHALL BE CLEANED TO A BRIGHT SURFACE AT ALL CONNECTIONS.
10. EXPOSED GROUNDING CONNECTIONS SHALL BE MADE WITH COMPRESSION CONNECTORS WHICH ARE THEN BOLTED TO EQUIPMENT USING STAINLESS STEEL HARDWARE. INSTALLATION TORQUE SHALL BE PER MANUFACTURER'S REQUIREMENT.
11. ALL OUTDOOR METAL SUPPORT POSTS FOR ICE BRIDGE AND TRAY SHALL BE BONDED TO THE EXISTING BURIED GROUND ELECTRODE SYSTEM WITH A SINGLE CONDUCTOR #2 AWG SOLID TINNED COPPER WIRE.

SYMBOLS

-  SOLID GROUND BUS BAR
-  SOLID NEUTRAL BUS BAR
-  2-POLE THERMAL-MAGNETIC CIRCUIT BREAKER
-  SINGLE-POLE THERMAL-MAGNETIC CIRCUIT BREAKER
-  GROUND ROD WITH ACCESS
-  CHEMICAL GROUND ROD
-  GROUND ROD
-  DISCONNECT SWITCH
-  METER
-  CIRCUIT BREAKER
-  CADWELD TYPE CONNECTION
-  COMPRESSION TYPE CONNECTION
-  GROUNDING WIRE
-  REPRESENTS DETAIL NUMBER
-  REFERENCE SHEET NUMBER

ABBREVIATIONS

- ACL ABOVE GRADE LEVEL
- AWC AMERICAN WIRE GAUGE
- BOW BARE COPPER WIRE
- BTS BASE TRANSCEMER STATION
- (E) EXISTING
- EQR EQUIPMENT GROUND
- EMT ELECTRICAL METALLIC TUBING
- GEN GENERATOR
- IGR INTERNAL GROUND RING (HALO)
- IMC INTERMEDIATE METALLIC CONDUIT
- MGB MASTER GROUND BAR
- MIN MINIMUM
- NIS NOT TO SCALE
- RF RADIO FREQUENCY
- RST REED GALVANIZED STEEL
- RWY RACEWAY
- TBD TO BE DETERMINED
- TDR TO BE RESOLVED
- TYP TYPICAL

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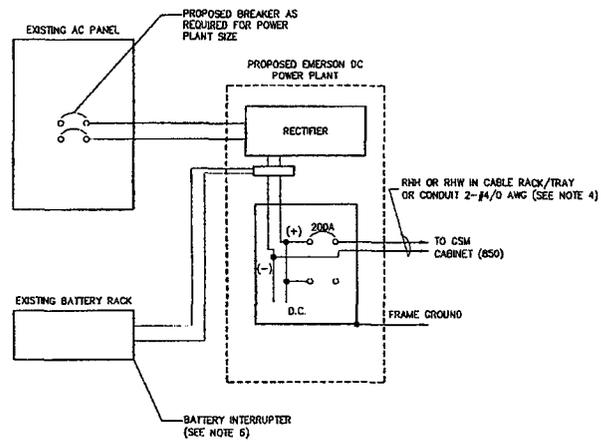
LAREDO DOWNTOWN
SITE NO. L024
RIVER DRIVE MALL - 1600 WATER STREET
LAREDO, TEXAS 78040



CINGULAR WIRELESS
2008 BAY FERRY
SAN ANTONIO, TEXAS 78205

0		08/10/05		ISSUED FOR CONSTRUCTION	
NO.	DATE	REVISIONS			
SCALE: AS SHOWN	DESIGNED BY: CAY	DRAWN BY: JCA			

CINGULAR WIRELESS		
ELECTRICAL / GROUNDING NOTES		
SHEET NUMBER	DRAWING NUMBER	REV
L024	E1	3



NOTES:

1. TYPICAL POWER DIAGRAM IS NOT SITE SPECIFIC. ELECTRICAL DESIGN AND INSTALL SHALL BE REVIEWED BY A MASTER ELECTRICIAN PRIOR TO ENERGIZING SYSTEM.
2. ELECTRICAL CONTRACTOR TO VERIFY CAPACITY OF AC PANEL.
3. CABLE TO BE USED IS COBRA COP-FLEX 2000, FLEXIBLE CLASS B, OR APPROVED EQUAL. WHEN DC POWER CABLE RUN IN CABLE TRAY THEY MUST MAINTAIN MINIMUM 2" CLEARANCE FROM RF CABLES AT ALL TIMES.
4. USE #4/0 AWG CABLE FOR TOTAL FEEDER LENGTH OF UP TO 50 FT. USE 250 KCMIL CABLE FOR TOTAL FEEDER LENGTH OF UP TO 50 FT. (CABLE LENGTHS ARE BASED ON 1.0 VOLT DROP MAXIMUM BETWEEN DC POWER PLANT AND GSM CABINET).
5. CABLE SIZE IS DEPENDANT UPON BATTERY CIRCUIT INTERRUPTING DEVICE RATING, 90° COND. TEMPERATURE, AND CABLE LENGTH.
6. BREAKER OR FUSED DISCONNECT SWITCH RATED TO INTERRUPT THE BATTERY SUPPLY CIRCUIT UPON OVER CURRENT IS REQUIRED.

1
E2
TYPICAL POWER DIAGRAM
SCALE: N.T.S.

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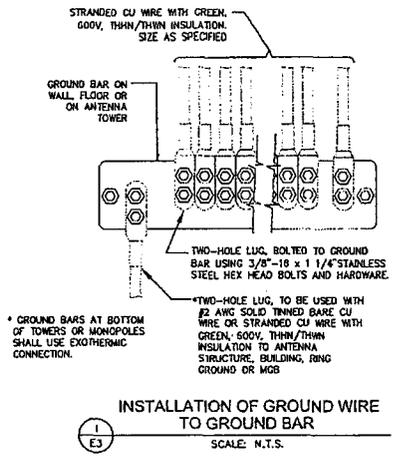
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F: 512.485.9473
P.O. Box 1528
Austin, Texas 78767-1528
www.cte.com

Gnet
GOODMAN NETWORKS, INC.
1500 GUSTAVUS FREDERICKS
SAN ANTONIO, TEXAS 78204

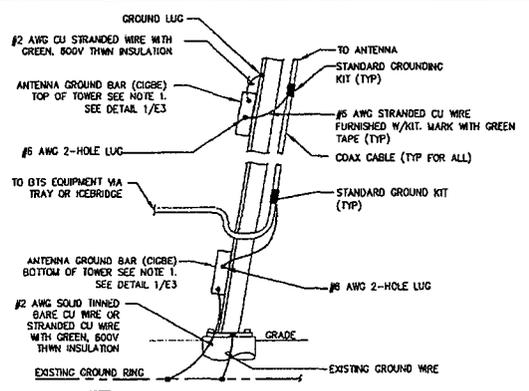
LAREDO DOWNTOWN
SITE NO. L024
RIVER DRIVE MALL - 1600 WATER STREET
LAREDO, TEXAS 78040

cingular
WIRELESS
CINGULAR WIRELESS
700 MAIN FLOOR
SAN ANTONIO, TEXAS 78205

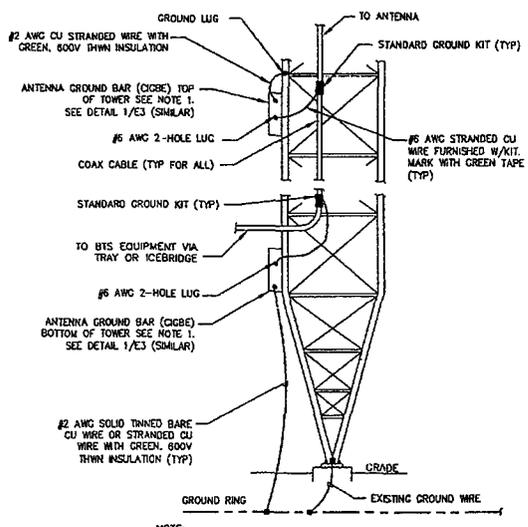
		CINGULAR WIRELESS	
		CABINET & DC POWER	
0	08/10/05	ISSUED FOR CONSTRUCTION	
NO.	DATE	REVISIONS	
SCALE AS SHOWN	DESIGNED BY: CAY	DRAWN BY: JCA	
		SITE NUMBER	DRAWING NUMBER
		L024	E2



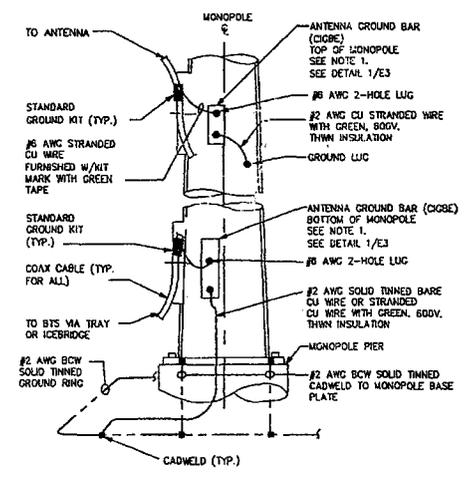
1
E3
INSTALLATION OF GROUND WIRE TO GROUND BAR
SCALE: N.T.S.



2
E3
ANTENNA CABLE GROUNDING FOR SELF SUPPORT TOWER
SCALE: N.T.S.



3
E3
ANTENNA CABLE GROUNDING FOR GUYED TOWER
SCALE: N.T.S.



4
E3
ANTENNA CABLE GROUNDING FOR MONOPOLE
SCALE: N.T.S.

I:\GNet\Cingular\L024 - Downtown\CAD\gnet-cing-L024-as_recover.dwg, 08/09/05 3:48:43 PM, jumbite

CTE
400 Bowie Street, Suite 250
Austin, Texas 78703
P: 512.495.9470
F: 512.495.9473
P.O. Box 3528
Austin, Texas 78767-1528
www.ctealliance.com

Gnet
GOODMAN NETWORKS, INC.
1904 CENTRAL EXPRESSWAY
SAN ANTONIO, TEXAS 78208

LAREDO DOWNTOWN SITE NO. L024
RIVER DRIVE MALL - 1600 WATER STREET
LAREDO, TEXAS 78040

cingular WIRELESS
CINGULAR WIRELESS
7200 SAN PEDRO
SAN ANTONIO, TEXAS 78216

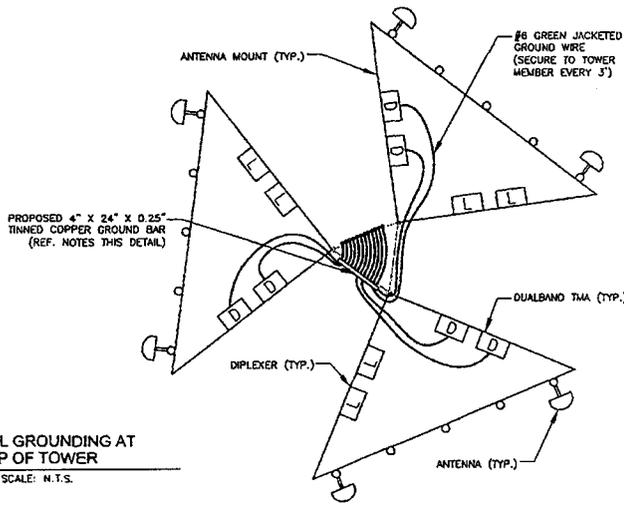
NO.	DATE	ISSUED FOR CONSTRUCTION
0	08/10/05	ISSUED FOR CONSTRUCTION
		REVISIONS

SCALE: AS SHOWN DESIGNED BY: CAY DRAWN BY: JCA

CINGULAR WIRELESS
ANTENNA TOP GROUNDING & TYPICAL TOWER GROUNDING
SHEET NUMBER: L024 DRAWING NUMBER: E3

NOTES:

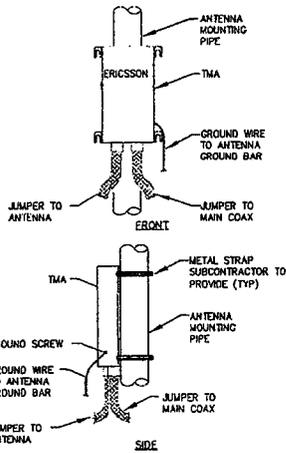
1. MOUNT GROUND BAR DIRECTLY TO GROUNDED TOWER MEMBER WITH ANGLE ADAPTER.
2. TOWER MEMBER MUST BE HOT-DIPPED GALVANIZED OR HAVE THE PAINT REMOVED AT GROUND BAR CONNECTION.
3. WHERE PAINT IS REMOVED TO CONNECT GROUND BAR TO TOWER, CONTRACTOR MUST REPAINT WITH (2) COATS OF COLD GALV.
4. MIN. BENDING RADIUS FOR GROUND LEADS IS 4".



1
E3-1

TYPICAL GROUNDING AT TOP OF TOWER
SCALE: N.T.S.

THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK



NOTES:

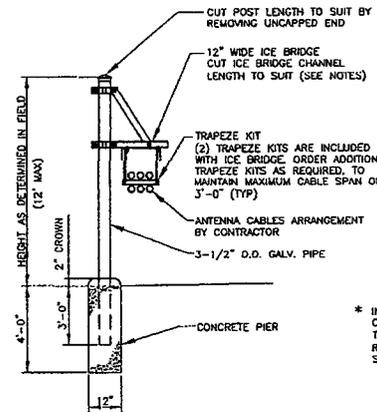
1. TMA IS A WEATHERPROOFED ENCLOSURE RATED TO IP65.
2. TMA SHALL NOT BE PAINTED.
3. IF POSSIBLE, TMA SHALL BE MOUNTED BEHIND ANTENNA TO MINIMIZE WIND LOADING ON STRUCTURE.
4. PROVIDE SUFFICIENT LENGTH OF JUMPER TO ALLOW FOR PROPER APPLICATION OF WEATHER PROOFING AT ANTENNA AND TMA CONNECTIONS.
5. BOND TMA GROUND STUD TO GROUND BAR WITH NO. 6 AWG GROUND WIRE.
6. BACKPLATE AND POLE CLAMPS FOR MOUNTING TO 2 3/8\"/>

ERICSSON TOWER-MOUNTED AMPLIFIER (TMA) MOUNTING DETAIL
SCALE: N.T.S.

3
E3-1

NOTES:

1. WHEN USING COMPONENTS AS SHOWN IN STANDARD DETAILS, MAXIMUM ALLOWABLE SPAN BETWEEN SUPPORTS ON A CONTINUOUS SINGLE SECTION OF BRIDGE CHANNEL SHALL BE 9 FEET FOR 10 FEET BRIDGE CHANNEL.
2. WHEN USING COMPONENTS FOR SPlicing BRIDGE CHANNEL SECTIONS, THE SPlice SHOULD BE PROVIDED AT THE SUPPORT, IF POSSIBLE OR AT A MAXIMUM OF 2 FEET FROM THE SUPPORT.
3. WHEN USING COMPONENTS, SUPPORT SHOULD BE PROVIDED AS CLOSE AS POSSIBLE TO THE ENDS OF ICE BRIDGES, WITH A MAXIMUM CANTILEVER DISTANCE OF 2 FEET FROM THE SUPPORT TO THE FREE END OF THE ICE BRIDGE.
4. CUT BRIDGE CHANNEL SECTIONS SHALL HAVE RAW EDGES TREATED WITH A MATERIAL TO RESTORE THESE EDGES TO THE ORIGINAL CHANNEL OR EQUIVALENT, FINISH.
5. ICE BRIDGES MAY BE CONSTRUCTED WITH COMPONENTS FROM OTHER MANUFACTURERS, PROVIDED THE MANUFACTURER'S INSTALLATION GUIDELINES ARE FOLLOWED.
6. DEVIATIONS FROM STANDARDS FOR COMPONENT INSTALLATIONS ARE PERMITTED WITH THE RESPECTIVE MANUFACTURER'S APPROVAL.
7. DEVIATIONS FROM ICE BRIDGE FOUNDATIONS REQUIRE ENGINEERING APPROVAL.



4
E3-1

TYPICAL ICE BRIDGE
SCALE: N.T.S.

* INSTALL DRIP LOOP ON ANTENNA CABLES AT BOTTOM OF TOWER/MONOPOLE. BENDING RADIUS PER MANUFACTURER'S STANDARDS

I:\S\Net-Circular\L024 - Downtown\CAD\mg-cing-L024.dwg, 08/09/05 5:45:52 PM, jmbz

CFE
400 Bowie Street, Suite 250
Austin, Texas 78703
P: 512.485.9470
F: 512.485.9473
P.O. Box 1520
Austin, Texas 78767-1520
www.cfeofaerengineering.com

Goodman Networks, Inc.
100 CENTRAL EXPRESS BLVD
SAN ANTONIO, TEXAS 78216

LAREDO DOWNTOWN SITE NO. L024
RIVER DRIVE MALL - 1600 WATER STREET
LAREDO, TEXAS 78040

cingular WIRELESS
CINGULAR WIRELESS
100 ONE FIFTH
SAN ANTONIO, TX 78205

NO.	DATE	REVISIONS
0	08/10/05	ISSUED FOR CONSTRUCTION

SCALE: AS SHOWN DESIGNED BY: CAY DRAWN BY: JCA

CINGULAR WIRELESS	
TYPICAL DETAILS	
DWG NUMBER	DRAWING NUMBER
L024	E3-1
REV	0

EXHIBIT "C"

ANTENNA FACILITIES

1. The Antenna Tower shall contain the antennas, antenna mounts, and associated wiring and cabling listed below.
2. Building housing communications equipment and appurtenances associated therewith as more fully described below.

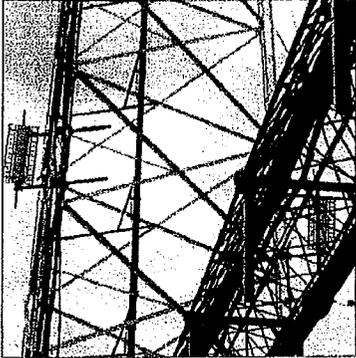
[Continued on Following Page]

Tower Height/Type: 352' Self Support

Tower FAA #: 1051411

Sector 1	Azimuth	Antenna Manufacturer & Model #	Antenna Serial #	# Coax, Size, & Mfg.	#Diplexers, Model #s, & Mfg.	# TMA's, Model #'s, & Mfg.	Elec/Mech Downtilt
Ant. 1	170	Cellwave	N/A	1 5/8" Andrew	N/A	N/A	10 Down
Ant. 2							
Ant. 3							
Ant. 4							
Sector 2	Azimuth	Antenna Manufacturer & Model #	Antenna Serial #	# Exist. Coax, Size, & Mfg.	# Exist. Diplexers, Model #s, & Mfg.	# Existing TMA's, Model #'s, & Mfg.	Elec/Mech Downtilt
Ant. 1	170	Cellwave	N/A	1 5/8" Andrew	N/A	N/A	10 Down
Ant. 2							
Ant. 3							
Ant. 4							
Sector 3	Azimuth	Antenna Manufacturer & Model #	Antenna Serial #	# Exist. Coax, Size, & Mfg.	# Exist. Diplexers, Model #s, & Mfg.	# Existing TMA's, Model #'s, & Mfg.	Elec/Mech Downtilt
Ant. 1							
Ant. 2							
Ant. 3							
Ant. 4							

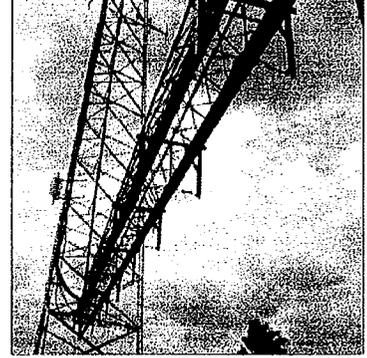
L024 - Downtown



Ant From Ground.JPG - 2005/04/18



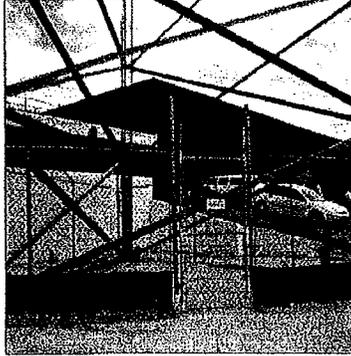
Cable Bridge 2.JPG - 2005/04/18



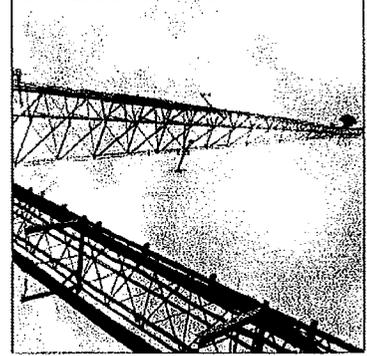
Cable Bridge.JPG - 2005/04/18



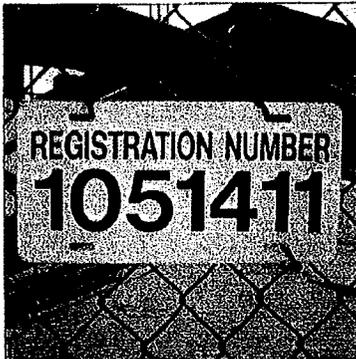
Entire Site 2.JPG - 2005/04/18



Entire Site.JPG - 2005/04/18



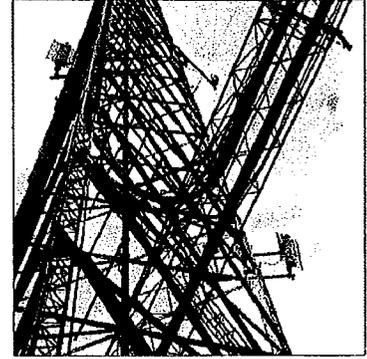
Entire Tower.JPG - 2005/04/18



FCC Sign.JPG - 2005/04/18

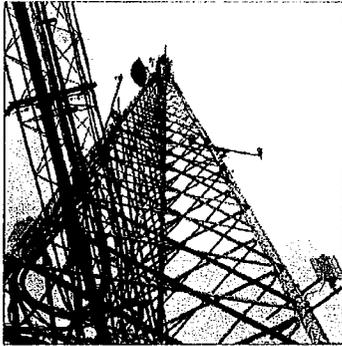


Shelter Entry.JPG - 2005/04/18

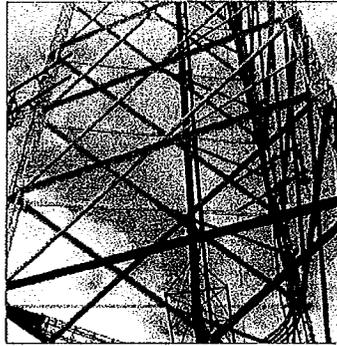


Tower 2.JPG - 2005/04/18

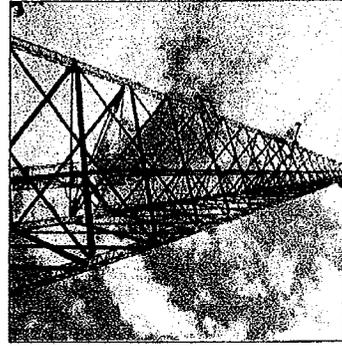
L024 - Downtown



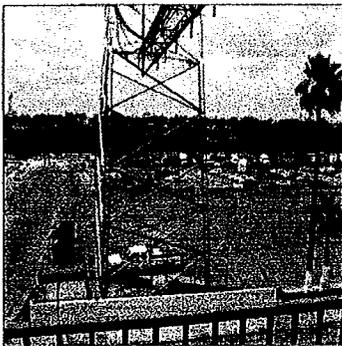
Tower 3.JPG - 2005/04/18



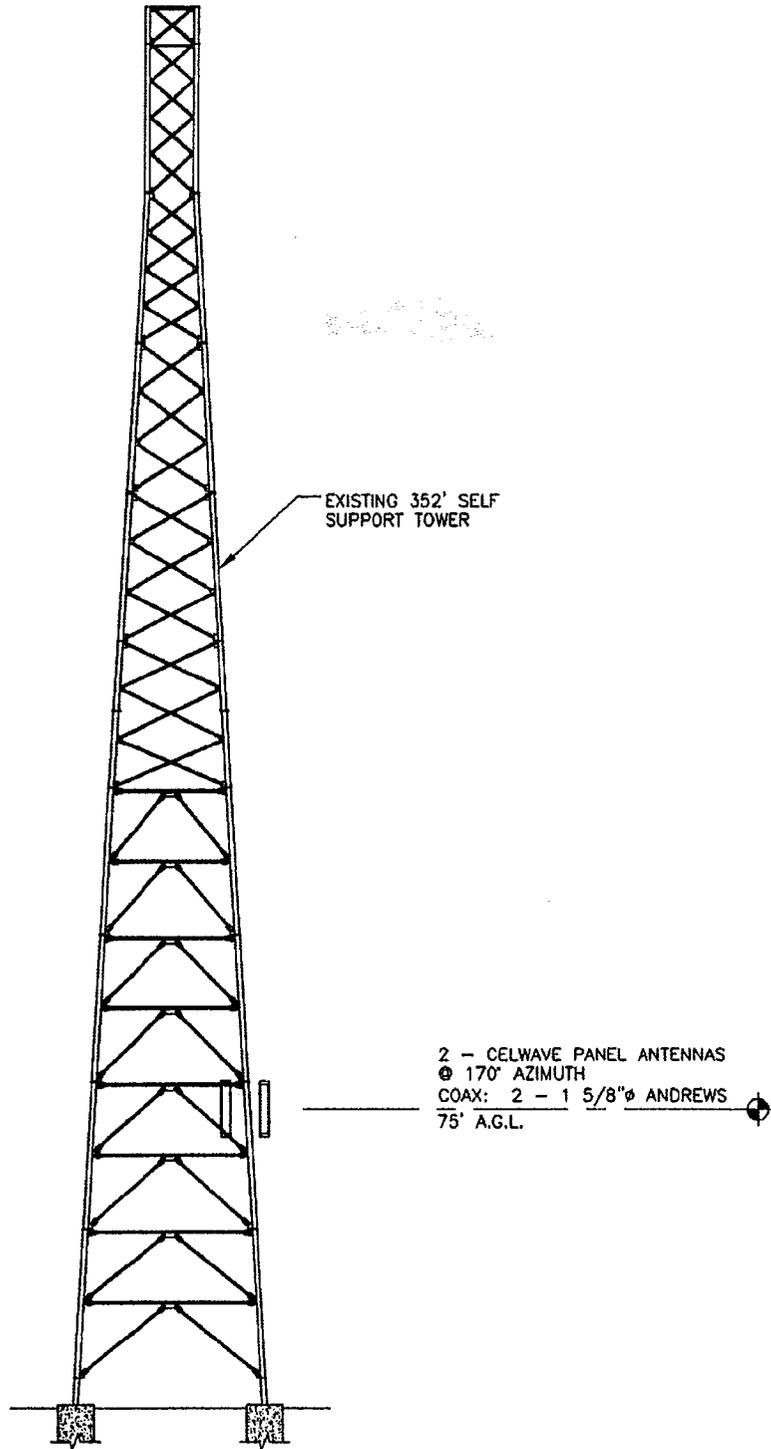
Tower 4.JPG - 2005/04/18



Tower 5.JPG - 2005/04/18



Tower.JPG - 2005/04/18



CINGULAR SITE NAME: DOWNTOWN
CINGULAR SITE NUMBER: L024

EXHIBIT "D"

SITE TECHNICAL STANDARDS

I. General

All users shall furnish the following to Licensor prior to installation of any equipment.

- 1) Site application/Antenna Facilities data sheet.
- 2) Copies of FCC licenses/construction permits.
- 3) Accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in dB, along with power levels.
- 4) Copies of manufacturer's equipment specifications.

The following will not be permitted without the written consent of Licensor, which consent shall not be unreasonably withheld:

- 1) Equipment which does not conform to FCC Rules and Regulations.
- 2) Any equipment without FCC type acceptance.
- 3) Non-continuous duty rated transmitters used in continuous duty applications.
- 4) Equipment not designed for high-density site applications.
- 5) Nickel plated connectors.
- 6) Add-on power amplifiers.
- 7) Digital/analog hybriding in exciters, unless type-accepted.
- 8) Transmitter outputs without a harmonic filter and antenna matching circuitry.
- 9) Ferrite devices or semiconductors looking directly at an antenna.
- 10) Active or passive devices hidden in inconspicuous locations.
- 11) Cascaded receiver multicouplers/preamps.
- 12) Hybrid equipment with different manufacturers' RF designated markings.
- 13) Equipment with crystal oscillator modules which have not been temperature compensated.
- 14) Open rack mounted receivers and transmitters.
- 15) Change in operating frequency(ies).

II. Radio Frequency Interference Protective Devices

In general, the following minimum specifications will apply:

30-88 MHz

Isolators - minimum 60 dB.

TX output cavity - minimum of 20 dB rejection at ± 1 MHz

High power type, continuous duty for all paging transmitters

130-174 MHz

Dual Stage Isolators - minimum of 60 dB insertion loss allowable.

TX Cavity - minimum of 25 dB rejection at ± 1 MHz.

406-512 MHz

Dual Stage Isolators - minimum of 60 dB insertion loss allowable.

TX Cavity - minimum of 25 dB rejection at ± 1 MHz.

806-960 MHz

Dual Stage Isolators - minimum of 60 dB insertion loss allowable.

TX Cavity - minimum of 20dB rejection at ± 5 MHz.

Other frequency ranges as determined by Licensor.

It should be emphasized that the above specifications are minimum requirements. Additional protective devices may be required based upon evaluation of the following information:

Theoretical transmitter mixes, especially second and third order products

Antenna location and type

Combiner/multicoupler configurations

Transmitter specifications

Receiver specifications

Historical problems

Transmitter to transmitter(s) or receivers(s) isolation

Calculated and measured level of intermod products

Transmitter output power and ERP

Spectrum analyzer measurements

VSWR measurements

Existing cavity selectivity

Antenna to antenna proximity

III. All Antennas And Mounts Must Be:

- 1) Mounted only on approved side arms or posts or other specified mounts and only one per mount unless authorized by Licensor
- 2) All mounting hardware galvanized or non-corroding metal.
- 3) Tagged with weatherproof labels showing manufacturer, model, frequency range, and owner.
- 4) Bonded with copper braid to building ground system, when available.
- 5) Connections to be taped with stretch vinyl tape (Scotch #33 or equivalent) and Scotchkoted (including booted pigtails).
- 6) Must meet manufacturer's VSWR specifications.
- 7) Antennas or hardware with corroded elements must be repaired or replaced.
- 8) Must be DC grounded type, or have the appropriate lightning protection as determined by Licensor.
- 9) Unless otherwise authorized by Licensor, all antennas must be encased in fiberglass radomes and be painted or impregnated with a color designated by Licensor as the standard antenna color for aesthetic uniformity.
- 10) Mounting pipes must be cut such that they do not extend above the antenna mounting sleeve.

IV. Antenna Mounts

- 1) 2" or greater heavy wall galvanized mounting pipes must be used.
- 2) No welding or drilling on mounts will be permitted.
- 3) Any corroding hardware must be replaced.

V. Cable

- 1) All antenna transmission lines shall be grounded at the antenna, at the entry point to the equipment room, and in the equipment room, with the appropriate grounding kits.
- 2) All antenna lines to be jacketed Heliax (or equivalent), 1/2" or greater.
- 3) All transmission lines must be clamped with stainless steel clamps made specifically for this purpose (not wraplock) to the wave guide bridge for the full external run of the line.
- 4) Where no troughs or cable trays exist, all cable must be tied and bundled at not less than 2' intervals.
- 5) No kinked or cracked cable.
- 6) Any cable fasteners exposed to weather must be nylon ultraviolet resistant type or stainless steel.
- 7) All cable must be run in troughs or cable trays where provided or indicated.
- 8) All unused lines must be tagged at both ends showing termination points.

- 9) All transmit interconnecting cables/jumpers must be solid copper outer conductor (½” or superflex or equivalent), and not exceed 8’ in length.
- 10) All receiver intercabling must be 100% double shielded coax.
- 11) All AC power cords must be 3 conductor with grounding plugs.
- 12) The use of extension cords will not be allowed.

VI. Connectors

- 1) Must be teflon insulated, UHF or N type, including all chassis/bulkhead connectors.
- 2) Must be properly fabricated (soldered if applicable) if field installed.
- 3) Must be taped and “Scotchkoted” at least 4” onto jacket if exposed to weather.
- 4) Male pins must be proper length.
- 5) Female contacts may not be spread.
- 6) Connectors must be tightened mechanically and not just “hand tight”.
- 7) Must be silver plated or brass
- 8) Must be electrically and mechanically equivalent to standard OEM connectors.

VII. Receivers

- 1) No RF preamps permitted in front end unless authorized by Licensor.
- 2) All shields must be in place.
- 3) VHF and up must use helical resonator type front ends.
- 4) Must meet manufacturer’s specifications, specifically regarding bandwidth, discriminator, drift width, and spurious responses.
- 5) Crystal filters/preselectors/cavities must be installed in receiver ports and inputs where appropriate.
- 6) All repeater CTCSS circuitry must use “AND” logic and be able to be defeated for testing.

VIII. Transmitters

- 1) Must meet original manufacturer’s specifications.
- 2) All shielding must be in place and secure.
- 3) Must have a visual indication of transmitter operation.
- 4) Must be tagged with Licensee’s name, equipment model number, serial number, and operating frequency(ies).
- 5) All low level, pre-driver and driver stages in exciter must be shielded.
- 6) All power amplifiers must be shielded.
- 7) Output power may not exceed specific power guidelines for site, unless otherwise authorized by Licensor.

IX. Combiners/Multicouplers

- 1) Shall at all times meet manufacturer’s specifications.
- 2) Must be tuned using manufacturer approved procedures.
- 3) Must provide a minimum of 60 dB transmitter to transmitter isolation.
- 4) Unused combiner ports must be terminated with the proper length shorted stubs or loads.

X. Cabinets

- 1) All cabinets must be bonded together and grounded to the supplied ground cable.
- 2) All doors must be on and closed.
- 3) All non-original holes larger than 1” must be covered with copper screen or solid metal plates.

XI. Installation Procedures

- 1) Installation may take place only after Licensor has been notified of the date and time, and only during normal working hours unless otherwise specifically authorized.

- 2) Equipment may not be operated until the installation has been approved by Licensor, which approval shall not be unreasonably withheld.
- 3) Equipment must remain within its designated floor space at all times.

XII. Maintenance/Tuning Procedures

- 1) All external indicator lamps must be working.
- 2) Equipment parameters must meet manufacturers' specifications.
- 3) All cover, shield, and rack fasteners must be in place and securely tightened.
- 4) Local speakers must be turned off except during service.

XIII. FCC Licensing

- 1) All FCC licenses must be current
- 2) Must be posted as prescribed by FCC rules, with copies to Licensor.

XIV. Interference Diagnosing Procedures

- 1) All Licensees must cooperate in a timely fashion with Licensor when called upon to investigate a source of interference, whether or not it can be conclusively proven that their equipment is involved.
- 2) Licensor will provide best efforts to assist in locating and curing all interference problems brought to the Licensor by Licensee. If a specific interference problem as brought to Licensor by Licensee is found to be existing in Licensee's equipment, then Licensee will reimburse Licensor for technical assistance at a reasonable market rate, plus any reasonable expenses.

XV. Miscellaneous

- 1) All installations must be maintained in a neat and orderly manner.
- 2) Doors to equipment and antenna spaces shall be closed and locked at all times.
- 3) Access to equipment and antennas shall be by authorized personnel only, and only for purposes of installation, service or maintenance.
- 4) All rubbish related to Licensee's installation and operations must be removed immediately.

EXHIBIT “E”
PCIA Tech Council
RF Signage Standards

I. Notice

- Sign Location: Point of access to the site or physical barrier to the site
- Appropriate for: Addressing practices not related personal injury
 - Example: Areas with no trespassing where RF leaks or temporary RF level spikes may occur, but not exceeding the average limits
- Color: Blue heading band containing white “NOTICE” text
- Symbol: Radiating tower
- Additional language (descending):
 - RADIO FREQUENCY ENVIRONMENT AREA
 - AUTHORIZED PERSONNEL ONLY BEYOND THIS POINT!
 - Personnel proceeding beyond this point must obey all posted signs, site guidelines, and Federal Regulations for working in radio frequency environments
 - In accordance with Federal Regulations on frequency emissions
- Shape: vertical rectangle with rounded edges

II. Caution

- Sign Location: Areas where RF assessment has determined RF emissions exceed the FCC Uncontrolled/General Population exposure limit
 - Example: Base of a tower where personnel may find themselves in RF fields that exceed the FCC Uncontrolled/General Population limit, but are less than 100% of the Controlled Worker Standard under time-weighted average guidelines
- Appropriate for: Warning against potential hazards that could result in minor or moderate injury
- Color: Yellow heading band containing black “CAUTION” text
- Symbols:
 - Yellow exclamation point in black triangle next to “CAUTION”
 - Radiating tower in yellow triangle with black outline
- Additional language (descending):
 - BEYOND THIS POINT:
 - Radio frequency fields at this site may exceed FCC rules for human exposure
 - For your safety, obey all posted signs and site guidelines for working in radio frequency environments
 - In accordance with Federal Regulations on frequency emissions
- Shape: vertical rectangle with rounded edges

III. Warning

- Sign location: Posted in advance of areas that have been determined to have RF emission levels that exceed the Controlled/Occupational RF limit or borderline Controlled-Occupational/Above Controlled areas
 - Example: This would include those areas with high power broadcast or paging, or areas within a few feet of most other antennas.
- Appropriate for: Indicating a potentially hazardous situation that, if not avoided, could result in serious injury or death.
- Color: Red heading band containing black “WARNING” text
- Symbol:
 - Red exclamation point in black triangle next to “WARNING”

- Radiating tower in red triangle with black outline
- Additional language (descending)
 - BEYOND THIS POINT:
 - Radio frequency fields at this site may exceed FCC rules for human exposure
 - For your safety, obey all posted signs and site guidelines for working in radio frequency environments
 - In accordance with Federal Regulations on frequency emissions
- Shape: vertical rectangle with rounded edges

IV. Miscellaneous Factors:

- Key sign word should be 2" in height visible at 25'
- New ANSI standard emphasizes custom design
 - Suggests adding an action statement, consequences, a symbol, use mixed case, and in many situations add emergency information.
- Caution signs without a safety alert symbol may be used to alert against unsafe practices that can result in property damage only
 - Warning and Danger signs should not be used for property damage hazards unless personal injury risk appropriate to this level is also involved

COUNCIL COMMUNICATION

DATE: 01/03/11	SUBJECT: FINAL READING OF ORDINANCE 2011-O-001 Authorizing the City Manager to accept an Economic Development Initiative-Special Project Grant (EDI-SP) from the Department of Housing and Urban Development (HUD) in the amount of \$200,000.00 for improvements to the Laredo Little Theatre and amend the City of Laredo Fiscal Year 2011 Capital Grants Fund annual budget by appropriating revenues and expenditures in the amount of \$200,000.00 for the design, construction and purchase of improvements for the Laredo Little Theatre Project.																										
INITIATED BY: Cynthia Collazo, Deputy City Manager		STAFF SOURCE: Ronnie Acosta, CD Director Jose Flores, Airport Manager																									
PREVIOUS COUNCIL ACTION: First reading of this ordinance was approved by City Council on Monday, December 20, 2010.																											
BACKGROUND: The U.S. Department of Housing and Urban Development has awarded the City of Laredo an Economic Development Initiative-Special Project Grant (EDI-SP) in the amount of \$200,000.00 for improvements to the Laredo Little Theatre airport property. Funds will be utilized to provide for replacement of stage lighting, auditorium seating, new storage facility and expanded parking. Grant funds must be obligated by September 30, 2012 and expensed by September 30, 2017.																											
FINANCIAL: The Capital Grants Fund will be amended as follows: <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 60%;"></th> <th style="text-align: center;">Annual Budget FY 2011</th> <th style="text-align: center;">Proposed Amendment</th> <th style="text-align: center;">Amended Budget 2011</th> </tr> </thead> <tbody> <tr> <td colspan="4">Capital Grants Fund:</td> </tr> <tr> <td colspan="4">Revenues:</td> </tr> <tr> <td>EDI-SP Grant Laredo Little Theatre (458-0000-321-1002)</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$200,000</td> <td style="text-align: right;">\$200,000</td> </tr> <tr> <td colspan="4">Expenditures:</td> </tr> <tr> <td>EDI-SP Grant Laredo Little Theatre (458-9853-535-4201)</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$200,000</td> <td style="text-align: right;">\$200,000</td> </tr> </tbody> </table>					Annual Budget FY 2011	Proposed Amendment	Amended Budget 2011	Capital Grants Fund:				Revenues:				EDI-SP Grant Laredo Little Theatre (458-0000-321-1002)	\$0	\$200,000	\$200,000	Expenditures:				EDI-SP Grant Laredo Little Theatre (458-9853-535-4201)	\$0	\$200,000	\$200,000
	Annual Budget FY 2011	Proposed Amendment	Amended Budget 2011																								
Capital Grants Fund:																											
Revenues:																											
EDI-SP Grant Laredo Little Theatre (458-0000-321-1002)	\$0	\$200,000	\$200,000																								
Expenditures:																											
EDI-SP Grant Laredo Little Theatre (458-9853-535-4201)	\$0	\$200,000	\$200,000																								
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION:																									

ORDINANCE 2011-0-001

AUTHORIZING THE CITY MANAGER TO ACCEPT AN ECONOMIC DEVELOPMENT INITIATIVE-SPECIAL PROJECT GRANT (EDI-SP) FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) IN THE AMOUNT OF \$200,000.00 FOR IMPROVEMENTS TO THE LAREDO LITTLE THEATRE AND AMEND THE CITY OF LAREDO FISCAL YEAR 2011 CAPITAL GRANTS FUND ANNUAL BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF \$200,000.00 FOR THE DESIGN, CONSTRUCTION AND PURCHASE OF IMPROVEMENTS FOR THE LAREDO LITTLE THEATRE PROJECT.

WHEREAS, on March 2010, the City of Laredo was awarded a \$200,000.00 Economic Development Initiative- Special Project Grant from the U.S. Department of Housing and Urban Development, and

WHEREAS, this grant will be utilized for renovation and construction improvements to the Laredo Little Theatre airport property, and

WHEREAS, the Laredo City Council finds that it is in the best interest of the city to accept this grant and appropriate these funds for utilization in the renovation of the Laredo Little Theatre.

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

Section 1: The Capital Grants Fund is hereby amended as follows:

	Annual Budget FY 2011	Proposed Amendment	Amended Budget 2011
Capital Grants Fund:			
Revenues:			
EDI-SP Grant Laredo Little Theatre (458-0000-321-1002)	\$0	\$200,000	\$200,000
Expenditures:			
EDI-SP Grant Laredo Little Theatre (458-9853-535-4201)	\$0	\$200,000	\$200,000

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2011.

Raul G. Salinas
MAYOR

ATTEST:

Gustavo Guevara, Jr.
CITY SECRETARY

APPROVED AS TO FORM:
Raul Casso
CITY ATTORNEY

BY: _____
Nathan R. Bratton
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 01/03/2011	SUBJECT: FINAL READING OF ORDINANCE 2011-O-002 Amending the City of Laredo FY 2010-2011 Police Trust Fund annual budget by appropriating expenditures in the amount of \$ 1,800,000.00. Funding will be used to purchase operational materials, supplies, training and capital outlay equipment. Items include surveillance equipment, tactical equipment, patrol and officer safety equipment, and other needed items. Funding is available in the Police Trust Fund opening balance. (AS AMENDED)
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INITIATED BY: Cynthia Collazo Deputy City Manager	STAFF SOURCE: Carlos Maldonado Chief of Police
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PREVIOUS COUNCIL ACTION: None

ACTION PROPOSED:

That City Council approve this Ordinance.

BACKGROUND:
The Laredo Police Department is requesting this fund balance drawdown from the Police Trust Fund in order to purchase the following items that were not originally budgeted in the FY 10-11 Annual Budget:

Surveillance Equipment	Crime Detection / Interdiction Equipment
Tactical Equipment	Ammunition
Traffic Enforcement Equipment	Sky Towers
Minor Tool and Apparatus Items	Vehicles/Unmarked
Computers	
Training	
Confidential Funds	

FINANCIAL:

	Budget FY 10-11	Proposed Amendment	Proposed Budget FY 10-11
Opening Balance:	\$ 6,459,070	-0-	6,459,070
Revenues:	1,099,000	-0-	1,099,000
Expenses:	3,810,326	1,800,000	5,610,326
*Closing Balance	\$ 3,747,744	(1,800,000)	1,947,744

RECOMMENDATION:	STAFF: Recommends the approval of this ordinance.
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ORDINANCE # 2011-O-002

Amending the City of Laredo FY 2010-2011 Police Trust Fund annual budget by appropriating expenditures in the amount of \$ 1,800,000.00. Funding will be used to purchase operational materials, supplies, training and capital outlay equipment. Items include surveillance equipment, tactical equipment, patrol and officer safety equipment, and other needed items. Funding is available in the Police Trust Fund opening balance. (AS AMENDED)

Whereas, the City Council previously adopted the budget for fiscal year 2010-2011; and

Whereas, the Police Chief recommends that Council authorize the amendment of the budget; and

Whereas, funding will be used to purchase equipment for the Laredo Police Department; and

Whereas, funding for the project is available in the Laredo Police Trust Fund beginning balance.

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

Section 1: The City of Laredo's FY 2010-2011 annual budget shall be and hereby is amended as follows:

FINANCIAL:

	Budget FY 10-11	Proposed Amendment	Proposed Budget FY 10-11
Opening Balance:	\$ 6,459,070	-0-	6,459,070
Revenues:	1,099,000	-0-	1,099,000
Expenses:	<u>3,810,326</u>	<u>1,800,000</u>	<u>5,610,326</u>
*Closing Balance	\$ 3,747,744	(1,800,000)	1,947,744

Section 2: Expenditures are hereby appropriated in the amount of \$ 1,800,000.00. Funding will be used to purchase operational materials and supplies and capital outlay equipment. Funding is available in the opening fund balance.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____
DAY OF _____, 2010.

RAUL SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

DATE: 1-03-11
SUBJECT: FINAL READING OF ORDINANCE 2011-O-003
 AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$318,545.84 (CSJ. NO. 0922-33-139 BEING \$299,949.00 IN FEDERAL FUNDS AND \$18,596.84 STATE FUNDS) WITH A LOCAL MATCH OF \$43,492.61 FOR A TOTAL OF \$362,492.61 FOR THE DESIGN AND CONSTRUCTION OF PHASE 1D OF THE MANADAS CREEK HIKE AND BIKE TRAIL, AND AMENDING THE CITY OF LAREDO'S FY 2010-2011 ANNUAL BUDGET FOR THE ENVIRONMENTAL SERVICES DEPARTMENT BY APPROPRIATING THE SAID GRANT FUNDS TO THE APPROPRIATE EXPENDITURE ACCOUNTS.

INITIATED BY: Jesus Olivares, Assistant City Manager
STAFF SOURCE: Riazul Mia, P.E., Environmental Services Director

PREVIOUS COUNCIL ACTION: None

BACKGROUND:
 On May 27, 2010 the Texas Transportation Committee authorized the 2010 Federal Demonstration and Discretionary Programs, which, authorizes the State to undertake and complete a highway improvement generally described as the construction of hike and bike trail at Manadas Creek in the city of Laredo minute order number 112272.
 On November 2, 2010 the City received an Advanced Funding Agreement for the design and construction of Phase-1D of Manadas hike and bike pathway. The job includes, survey, design, construction and environmental work for approximate 2324 lf of ADA compliance Asphalt 2' TXDOT Type D trail system, retaining wall, handicap ramps, and concrete pathways.
 The City has already completed phase 1A, 1B, and 1C in North Central Park at Manadas Creek.

FINANCIAL IMPACT:

Revenue	Budget	Amendment	Amended Budget
TxDot-Manadas Creek Hike & Bike	\$0	\$318,546	\$318,546
Expense			
Manadas Creek Hike & Bike	\$0	\$318,546	\$318,546
Grant Match			
Dist 6 Discretionary Funds Reserve	\$64,614	(\$43,493)	\$21,121
Manadas Creek Hike & Bike Grant Match	\$0	\$43,493	\$43,493

RECOMMENDATION:
STAFF RECOMMENDATION: Approval of the ordinance.

ORDINANCE 2011-O-003

AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$318,545.84 (CSJ. NO. 0922-33-139 BEING \$299,949.00 IN FEDERAL FUNDS AND \$18,596.84 STATE FUNDS) WITH A LOCAL MATCH OF \$43,492.61 FOR A TOTAL OF \$362,492.61 FOR THE DESIGN AND CONSTRUCTION OF PHASE 1D OF THE MANADAS CREEK HIKE AND BIKE TRAIL, AND AMENDING THE CITY OF LAREDO'S FY 2010-2011 ANNUAL BUDGET FOR THE ENVIRONMENTAL SERVICES DEPARTMENT BY APPROPRIATING THE SAID GRANT FUNDS TO THE APPROPRIATE EXPENDITURE ACCOUNTS.

Whereas, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

Whereas, the Texas Transportation Code, Sections 201.103 and 22.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

Whereas, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

Whereas, the Texas Transportation Commission passed Minute Order 112272, authorizing the State to undertake and complete a highway improvement generally described as the construction of a hike and bike trail at Manadas Creek in the City of Laredo; and

Whereas, the Governing Body of the City of Laredo has approved entering into this Agreement by ordinance dated _____.

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

Section 1: Ratifying, affirming and accepting said grant from the Texas Department of Transportation in the amount of \$318,545.84 with \$43,492.61 in matching funds.

Section 2: Amending the City of Laredo's FY 2010-2011 Annual Budget for Environmental Services by appropriating the said grant revenue to the appropriate expenditure accounts.

Section 3: The City of Laredo will comply with the provisions of the Advanced Funding Agreement and the fiscal reimbursement and reporting requirements of the State of Texas for this grant.

Section 4: The City of Laredo hereby agrees that the funds received from the State of Texas will only be used for the purpose of implementing approved projects under this grant.

Section 5: Authorizing the City Manager to sign all necessary instruments, contracts and or documents required for this grant.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
THE _____ DAY OF _____, 2011.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: _____
NATHAN BRATTON
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 01/03/11	SUBJECT: FINAL READING OF ORDINANCE 2011-O-004 Amending the City of Laredo's FY 2010-2011 9-1-1 Regional Administration Fund budget by decreasing revenues and expenditures in the amount of \$86,725.00 for the period beginning September 1, 2010 and ending August 31, 2011. The Commission on State Emergency Communication has approved this strategic plan amendment. This decrease is due to state-wide budget reductions requested of all state agencies. Impact is to the four county regional program network operations; only new activity for network expansions have been reduced.
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INITIATED BY: Horacio A. De Leon, Jr., Assistant City Manager	STAFF SOURCE: Heberto L. Ramirez, Info. Services & Telecomm. Director
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PREVIOUS COUNCIL ACTION:

Public hearing and introductory ordinance was passed on December 20, 2010.

BACKGROUND:

The Commission on State Emergency Communications (CSEC) has reduced the budget by \$86,725.00 for an amended allocation for FY 2011 of \$1,937,479.

FINANCIAL:

Fund	Annual Budget	Amendment	Amended Budget
9-1-1 Regional Fund	\$2,024,204	-\$86,725	\$1,937,479

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: Approval of this Ordinance.
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ORDINANCE NO. 2011-O-004

AMENDING THE CITY OF LAREDO'S FY 2010-2011 9-1-1 REGIONAL ADMINISTRATION FUND BUDGET BY DECREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF \$86,725.00 FOR THE PERIOD BEGINNING SEPTEMBER 1, 2010 AND ENDING AUGUST 31, 2011. THE COMMISSION ON STATE EMERGENCY COMMUNICATION HAS APPROVED THIS STRATEGIC PLAN AMENDMENT. THIS DECREASE IS DUE TO STATE-WIDE BUDGET REDUCTIONS REQUESTED OF ALL STATE AGENCIES. IMPACT IS TO THE FOUR COUNTY REGIONAL PROGRAM NETWORK OPERATIONS; ONLY NEW ACTIVITY FOR NETWORK EXPANSIONS HAVE BEEN REDUCED.

WHEREAS, on September 07, 2010, City Council adopted the 9-1-1 Regional Administration fiscal year 2011 annual budget; and

WHEREAS, the Commission on State Emergency Communications approved the FY 2010 and FY 2011 strategic plan for South Texas 9-1-1 Region as administered by the City of Laredo on July 14, 2009; and

WHEREAS, the strategic plan authorizes expenses for all administrative, program, and capital budgets for Jim Hogg, Starr, Webb and Zapata counties; and

WHEREAS, the City Council held a public hearing and introduced this Ordinance on December 20, 2010.

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

Section 1: the FY 2011 9-1-1 Regional Administration Fund is hereby amended as follows:

Fund	Annual Budget	Amendment	Amended Budget
9-1-1 Regional Fund	\$2,024,204	-\$86,725	\$1,937,479

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2011.

RAUL G. SALINAS
MAYOR

[Faint, illegible text, possibly a stamp or signature]

ATTEST:

APPROVED AS TO FORM:

GUSTAVO GUEVARA, JR.,
CITY SECRETARY

RAUL CASSO
CITY ATTORNEY

ORDINANCE NO. 2011-O-005

AMENDING ARTICLE I OF CHAPTER 11.5 EMERGENCY MANAGEMENT OF THE CODE OF ORDINANCES BY ADDING LANGUAGE TO SECTION 11.5-7. (C) – OFFENSES; PENALTIES; AND ARTICLE II OF EMERGENCY MANAGEMENT COORDINATOR, SECTION 11.5.23. (8) – SAME— SPECIFIC DUTIES; AS FOLLOWS:

SECTION 11.5-7. (C) CONVICTIONS FOR VIOLATIONS OF THE PROVISIONS OF THIS ORDINANCE SHALL BE PUNISHABLE BY FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,00000), PLUS RESTITUTION FOR COSTS INCURRED BY THE CITY AS NEEDED TO ENFORCE ANY RULE OR REGULATION ISSUED PURSUANT TO THIS EMERGENCY MANAGEMENT PLAN; AND

SECTION 11.5.23.(8) ISSUANCE OF REASONABLE RULES, REGULATIONS OR DIRECTIVES WHICH ARE NECESSARY FOR THE PROTECTION OF LIFE AND PROPERTY IN THE CITY, INCLUDING AS MAY BE NECESSARY RULES, REGULATIONS AND DIRECTIVES TO ENSURE THE PROTECTION OF LIFE AND PROPERTY BY MANDATING THE REMOVAL OR SECURING OF PERSONAL PROPERTY, INCLUDING CONTAINERS AND BOX CONTAINERS, OR ANY LARGE REUSABLE BOX TYPICALLY USED FOR THE MOVEMENT OF ROAD FREIGHT, RAIL FREIGHT, SEA FREIGHT, OR AIR FREIGHT (E.G. A BOX OR CONTAINER TYPICALLY USED BY DIESEL TRACTOR TRAILER TRUCKS FOR ROAD HAULING OF FREIGHT), OR ANY OTHER ITEMS OF PERSONAL PROPERTY THAT MAY FLOAT OR BE CARRIED AWAY BY FLOOD WATERS THEREBY GIVING RISE TO ADDITIONAL RISKS AND HAZARDS TO LIFE AND PROPERTY. SUCH RULES AND REGULATIONS SHALL BE FILED IN THE OFFICE OF THE CITY SECRETARY AND SHALL RECEIVE WIDESPREAD PUBLICITY. THE FAILURE BY A PROPERTY OWNER TO REMOVE ANY SUCH PROPERTY MANDATED FOR REMOVAL PURSUANT TO THIS PROVISION SHALL CONSTITUTE A VIOLATION OF THIS EMERGENCY MANAGEMENT PLAN FOR WHICH CITATION SHALL ISSUE. CONVICTIONS FOR ANY SUCH VIOLATION SHALL BE PUNISHABLE BY A FINE OF \$500.00, THE CITY ATTORNEY IS HEREBY AUTHORIZED TO PURSUE ANY LEGAL RECOURSE AS MAY BE NECESSARY TO RECUPERATE COSTS INCURRED BY THE CITY TO ENFORCE THIS PROVISION, SUCH COSTS TO INCLUDE, WITHOUT LIMITATION, COSTS INCURRED IN THE REMOVAL, TOWING, AND STORAGE OF ANY SUCH PROPERTY. EACH INDIVIDUAL ITEM OF PERSONAL PROPERTY SUBJECT TO THIS PROVISION SHALL CONSTITUTE THE BASIS OF A SEPARATE OCCURRENCE SUBJECT TO INDIVIDUAL PENALTY AND LEGAL REMEDIES AS HEREIN PRESCRIBED.

SUCH RULES AND REGULATIONS SHALL BE FILED IN THE OFFICE OF THE CITY SECRETARY AND SHALL RECEIVE WIDESPREAD PUBLICITY; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, The Code of Ordinance of the City of Laredo is hereby amended to add wording to Section 11.5-7 and Section 11.5.23.(8);

WHEREAS, the Emergency Management was approved by ordinance on February 5, 1980 and amended by Ordinance No. 85-190(1) and on November 8, 1985; and

WHEREAS, the Emergency Management Director finds that it is in the best interest of the citizens of this community to add the new language.

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

1. Article I of Chapter 11.5 Emergency Management of the Code of Ordinances be amended by adding language to Section 11.5-7(c) and Section 11.5.23.(8) as follows:

Section 11.5-7.

(c) Convictions for violations of the provisions of this ordinance shall be punishable by fine not to exceed two thousand dollars (\$2,00000), plus restitution for costs incurred by the City as needed to enforce any rule or regulation issued pursuant to this emergency management plan.

Sec. 11.5-23. Same--Specific duties.

The powers, duties and responsibilities of the coordinator shall include:

(1) Supervision of the development of an emergency management plan for the city and all mutual aid plans and agreements which are deemed essential for the implementation of such emergency management plan.

(2) Causing of a survey of the availability of existing personnel, equipment, supplies and services which could be used during an emergency, as provided for herein, as well as a continuing study of the need for amendments and improvements in the emergency management plan.

(3) Control and direction of the actual operation or training of the emergency management organization of the city.

(4) Determination of all questions of authority and responsibility that may arise within the emergency management organization of the city.

(5) Maintenance of necessary liaison with other municipal, state, county, regional, federal, or other emergency management organizations.

(6) Marshaling, after declaration of an emergency as provided for above, of all necessary personnel, equipment or supplies from any department of the city to aid in carrying out the emergency management plan.

(7) Issuance of all necessary proclamations as to the existence of an emergency and the immediate operational effectiveness of the emergency management plan.

(8) Issuance of reasonable rules, regulations or directives which are necessary for the protection of life and property in the city, including as may be necessary rules, regulations and directives to ensure the protection of life and property by mandating the removal or securing of personal property, including containers and box containers, or any large reusable box typically used for the movement of road freight, rail freight, sea freight, or air freight (e.g. a box or container typically used by diesel tractor trailer trucks for road hauling of freight), or any other items of personal property that may float or be carried away by flood waters thereby giving rise to additional risks and hazards to life and property. Such rules and regulations shall be filed in the office of the city secretary and shall receive widespread publicity. The failure by a property owner to remove any such property mandated for removal pursuant to this provision shall constitute a violation of this emergency management plan for which citation shall issue. Convictions for any such violation shall be punishable by a fine of \$500.00. The city attorney is hereby authorized to pursue any legal recourse as may be necessary to recuperate costs incurred by the City to enforce this provision, such costs to include, without limitation, costs incurred in the removal, towing, and storage of any such property. Each individual item of personal property subject to this provision shall constitute the basis of a separate occurrence subject to individual penalty and legal remedies as herein prescribed.

(9) Supervision of the drafting and execution of mutual aid agreements, in cooperation with the representatives of the state and of other local political subdivisions of the state, and the drafting and execution, if deemed desirable, of an agreement with the county for county-wide coordination of emergency management efforts.

(10) Supervision of and final authorization for procurement of all necessary supplies and equipment, including acceptance of private contributions.

(11) Authorizing agreements, after approval of the city attorney, for the use of private property for public shelter and other purposes.

2. This ordinance shall become effective immediately from and after its passage and the publication of the caption, as the law in such cases provides.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
THE ____ DAY OF _____, 20____.

ATTEST:

RAUL G. SALINAS
MAYOR

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 12-20-2010	SUBJECT: ORDINANCE NO. 2011-O-005 AMENDING ARTICLE I OF CHAPTER 11.5 EMERGENCY MANAGEMENT OF THE CODE OF ORDINANCES BY ADDING LANGUAGE TO SECTION 11.5-7. (C) – OFFENSES; PENALTIES; AND ARTICLE II OF EMERGENCY MANAGEMENT COORDINATOR, SECTION 11.5.23. (8) – SAME—SPECIFIC DUTIES; AS FOLLOWS: SECTION 11.5-7. (C) CONVICTIONS FOR VIOLATIONS OF THE PROVISIONS OF THIS ORDINANCE SHALL BE PUNISHABLE BY FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,00000), <u>PLUS RESTITUTION FOR COSTS INCURRED BY THE CITY AS NEEDED TO ENFORCE ANY RULE OR REGULATION ISSUED PURSUANT TO THIS EMERGENCY MANAGEMENT PLAN; AND</u> Continuation - Page 2
INITIATED BY: Carlos Villarreal City Manager	STAFF SOURCE: Raul Casso City Attorney
PREVIOUS COUNCIL ACTION:	
BACKGROUND: In June of last Summer, Hurricane Alex caused an epic flood in our community. At the height of it, several empty containers were carried away by the flood waters and came floating down river, threatening our bridges with destruction. Our Emergency Management Plan, lacking provisions to police such potential threats, is hereby amended so to impose upon property owners the duty to secure items of personal property (such as empty trailer containers) or remove them from the premises or otherwise get them out of the way. If a property owner does so cooperate, then the city will intervene to secure the property as necessary to secure the safety of the public. A fine will be imposed on the recalcitrant property owner, as well as costs to be recovered.	
FINANCIAL:	
RECOMMENDATION:	STAFF RECOMMENDATION:

SECTION 11.5.23.(8) ISSUANCE OF REASONABLE RULES, REGULATIONS OR DIRECTIVES WHICH ARE NECESSARY FOR THE PROTECTION OF LIFE AND PROPERTY IN THE CITY, INCLUDING AS MAY BE NECESSARY RULES, REGULATIONS AND DIRECTIVES TO ENSURE THE PROTECTION OF LIFE AND PROPERTY BY MANDATING THE REMOVAL OR SECURING OF PERSONAL PROPERTY, INCLUDING CONTAINERS AND BOX CONTAINERS, OR ANY LARGE REUSABLE BOX TYPICALLY USED FOR THE MOVEMENT OF ROAD FREIGHT, RAIL FREIGHT, SEA FREIGHT, OR AIR FREIGHT (E.G. A BOX OR CONTAINER TYPICALLY USED BY DIESEL TRACTOR TRAILER TRUCKS FOR ROAD HAULING OF FREIGHT), OR ANY OTHER ITEMS OF PERSONAL PROPERTY THAT MAY FLOAT OR BE CARRIED AWAY BY FLOOD WATERS THEREBY GIVING RISE TO ADDITIONAL RISKS AND HAZARDS TO LIFE AND PROPERTY. SUCH RULES AND REGULATIONS SHALL BE FILED IN THE OFFICE OF THE CITY SECRETARY AND SHALL RECEIVE WIDESPREAD PUBLICITY. THE FAILURE BY A PROPERTY OWNER TO REMOVE ANY SUCH PROPERTY MANDATED FOR REMOVAL PURSUANT TO THIS PROVISION SHALL CONSTITUTE A VIOLATION OF THIS EMERGENCY MANAGEMENT PLAN FOR WHICH CITATION SHALL ISSUE. CONVICTIONS FOR ANY SUCH VIOLATION SHALL BE PUNISHABLE BY A FINE OF \$500.00. THE CITY ATTORNEY IS HEREBY AUTHORIZED TO PURSUE ANY LEGAL RECOURSE AS MAY BE NECESSARY TO RECUPERATE COSTS INCURRED BY THE CITY TO ENFORCE THIS PROVISION, SUCH COSTS TO INCLUDE, WITHOUT LIMITATION, COSTS INCURRED IN THE REMOVAL, TOWING, AND STORAGE OF ANY SUCH PROPERTY. EACH INDIVIDUAL ITEM OF PERSONAL PROPERTY SUBJECT TO THIS PROVISION SHALL CONSTITUTE THE BASIS OF A SEPARATE OCCURRENCE SUBJECT TO INDIVIDUAL PENALTY AND LEGAL REMEDIES AS HEREIN PRESCRIBED.

SUCH RULES AND REGULATIONS SHALL BE FILED IN THE OFFICE OF THE CITY SECRETARY AND SHALL RECEIVE WIDESPREAD PUBLICITY; AND PROVIDING OR PUBLICATION AND EFFECTIVE DATE.

COUNCIL COMMUNICATION

<p>Date: 01/03/11</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2011-O-006 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.09 acres, as further described by metes and bounds in attached Exhibit "A", located on the north side of Shiloh Drive between Snowfalls and Kirby Drives, from R-1 (Single-Family Residential District) to B-1 (Limited Commercial District); providing for publication and effective date. ZC-59-2010</p>
<p>Initiated by: Danny Lopez Laredo Real Foods</p>	<p>Staff source: Keith Selman, Planning Director</p>
<p>Prior action: This item was introduced by Charlie San Miguel at the meeting of December 20, 2010.</p>	
<p>BACKGROUND</p> <p>Council District: VI – Charlie San Miguel</p> <p>Proposed use: Commercial</p> <p>Site: vacant</p> <p>Surrounding land uses: The land adjacent to the east of the site includes a drainage canal, single-family residences and vacant land. South of the site is vacant land and single-family residences. The land west of the site includes vacant land and single-family residences. North of the site are vacant land and single-family residences.</p> <p>Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies Shiloh Drive as a Major Arterial Proposed.</p> <p>Letters sent to surrounding property owners: 7 In Favor: 0 Opposed: 0</p>	
<p>STAFF COMMENTS</p> <p>The proposed zone change to a B-1 district is appropriate at this location. Although, the proposed change is not consistent with the Comprehensive Plan's designation for this area as Low Density Residential, it is compatible with an existing district to the south.</p>	
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 5 to 0 vote, recommended approval of the zone change.</p>	<p>STAFF RECOMMENDATION: Staff supports the proposed zone change.</p>

COUNCIL COMMUNICATION

IMPACT ANALYSIS

B-1 (Limited Commercial District): The purpose of the B-1 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 established land use pattern is single-family residential.

Would this change create an isolated zoning district unrelated to surrounding districts?

No, there is one B-1 district to the south along Shiloh Drive.

Will change adversely influence living conditions in the neighborhood?

Yes, currently there are no commercial uses along this section of Shiloh Drive.

Are there substantial reasons why the property can not be used in accord with existing zoning?

Yes, the current zoning only allows for single-family residential uses.

ORDINANCE NO. 2011-O-006

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 1.09 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED ON THE NORTH SIDE OF SHILOH DRIVE BETWEEN SNOWFALLS AND KIRBY DRIVES, FROM R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO B-1 (LIMITED COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 1.09 acres, as further described by metes and bounds in attached Exhibit "A", located on the north side of Shiloh Drive between Snowfalls and Kirby Drives, from R-1 (Single-Family Residential District) to B-1 (Limited Commercial 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 November 18, 2010, 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 December 20, 2010, 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; 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 rezoning 1.09 acres, as further described by metes and bounds in attached Exhibit "A", located on the north side of Shiloh Drive between Snowfalls and Kirby Drives, from R-1 (Single-Family Residential District) to B-1 (Limited Commercial 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 _____, 2011.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

<p>DATE: 01/03/2011</p>	<p>SUBJECT: RESOLUTION 2011-R-01 AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO CONTRACT WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES IN THE AMOUNT OF \$392,217.00 FOR CONTINUATION OF THE HEALTH DEPARTMENT'S (HIV PREVENTION PROJECT) FOR THE TERM PERIOD BEGINNING JANUARY 1, 2011 THROUGH DECEMBER 31, 2011.</p>
<p>INITIATED BY: Cynthia Collazo Deputy City Manager</p>	<p>Staff Source: Hector F. Gonzalez, M.D., M.P.H. Health Director</p>
<p>PREVIOUS COUNCIL ACTION: On September 20, 2010, Council approved resolution 2010-R-086.</p>	
<p>BACKGROUND:</p> <p>The Texas Department of State Health Services continues to contract with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department.</p> <p>The HIV Prevention Project is a model prevention and health promotion service of the CLHD. Human immunodeficiency virus (HIV) prevention services ensures HIV awareness and prevention to persons at greatest risk of acquiring or transmitting HIV infection as identified through the HIV CLHD services and prevention community planning process. Innovation, coordination, and collaboration are basic fundamentals in prevention. The project will serve qualifying residents in the Duval, Jim Hogg, Webb and Zapata Counties.</p> <p>Special efforts are being targeted to special populations who put themselves at risk and the general public. A critical group for awareness, education and prevention is women and adolescents 15 – 30 years of age. Through early detection and intervention of HIV/AIDS and other co-morbidities (STD's, Hepatitis, TB) are also prevented.</p> <p align="center">Budget on next page</p>	
<p>FINANCIAL: The City of Laredo will receive \$392,217.00 in funds from the Texas Department of State Health Services. Revenue line item 226-0000-323-4046 is hereby increased by \$4,000.00. The revenue line item 222-0000-372-1000 is hereby decreased by \$4,000.00. Expenditure division 226-6002, Project Number HEHP03 is increased by \$4,000.00. The expenditure division 226-6801-544-9900 is hereby decreased by \$4,000.00. The total budget remains the same.</p>	
<p>RECOMMENDATION:</p>	<p>STAFF: Recommends that Council approve resolution.</p>

HIV Prevention Program
 226-6002 HEHP03

BUDGET

CATEGORIES		APPROVED BUD.
REVENUES		
DSHS GRANT REVENUE	\$	392,217
PROGRAM INCOME		0
TOTAL REVENUES	\$	392,217
EXPENSES		
PERSONNEL	\$	242,596
FRINGE BENEFITS		92,207
TRAVEL		8,588
EQUIPMENT		1,380
SUPPLIES		11,198
CONTRACTUAL		0
OTHER		36,248
SUB-TOTAL	\$	392,217
INDIRECT CHARGES		0
RESERVE (PROGRAM INC.)		0
TOTAL	\$	392,217

RESOLUTION 2011-R-01

AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO CONTRACT WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES IN THE AMOUNT OF \$392,217.00 FOR CONTINUATION OF THE HEALTH DEPARTMENT'S (HIV PREVENTION PROJECT) FOR THE TERM PERIOD BEGINNING JANUARY 1, 2011 THROUGH DECEMBER 31, 2011.

WHEREAS, the Texas Department of State Health Services continues to contract with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department; and

WHEREAS, the HIV Prevention Project will conduct human immunodeficiency virus (HIV) prevention activities to ensure HIV prevention services are provided to persons at greatest risk of acquiring or transmitting HIV infection as identified through the HIV prevention community planning process. Strategies to accomplish the project's goals shall demonstrate cost-effectiveness, innovation, coordination, and collaboration and;

WHEREAS, the project will serve qualifying residents in the Duval, Jim Hogg, Webb and Zapata counties.

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

Section 1: Authorizing the City Manager to accept and enter into contract with the Texas Department of State Health Services in the amount of \$392,217.00 for continuation of the Health Department's (HIV Prevention Project) for the term period beginning January 1, 2011 through December 31, 2011.

Section 2: Revenue line item 226-0000-323-4046 is hereby increased by \$4,000.00. The revenue line item 222-0000-372-1000 is hereby decreased by \$4,000.00.

Section 3: Expenditure division 226-6002, Project Number HEHP03 is increased by \$4,000.00. The expenditure division 226-6801-544-9900 is hereby decreased by \$4,000.00. The total budget remains the same.

Section 4: The City Manager is hereby authorized to accept additional funds from the Texas Department of State Health Services in support of the activities funded by these grants.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR

ON THIS _____ DAY OF _____, 2011.

**RAUL G. SALINAS
MAYOR**

ATTEST:

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

**APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY**

By: _____
**Nathan Bratton
Assistant City Attorney**

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2011-037623 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and CITY OF LAREDO HEALTH DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$392,217.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 01/01/2011 and ends on 12/31/2011. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2011-037623-001 HIV/PREVF
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: CITY OF LAREDO
Address: PO BOX 579
LAREDO, TX 78042-0579
Vendor Identification Number: 17460015732021

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF LAREDO HEALTH DEPARTMENT

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

Printed Name and Title

Director, Client Services Contracting Unit

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

(512) 458-7470

Telephone Number

Bob.Burnette@dshs.state.tx.us

E-mail Address for Official Correspondence

CONTRACT NO. 2011-037623
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000369354

CONTRACTOR: CITY OF LAREDO HEALTH DEPARTMENT

DSHS PROGRAM: HIV/PREVF

TERM:01/01/2011

THRU: 12/31/2011

SECTION I. STATEMENT OF WORK:

Contractor shall conduct Human Immunodeficiency Virus (HIV) Prevention activities to ensure HIV Prevention services are provided to persons at greatest risk of acquiring and/or transmitting HIV infection, as identified through the HIV Prevention community planning process and as directed by DSHS. Activities under this Renewal Program Attachment shall demonstrate cost-effectiveness, innovation, coordination, and collaboration with other community efforts.

HIV Prevention activities under this Renewal Program Attachment should:

- Prevent the acquisition and/or transmission of HIV;
- Increase the number of persons who know their HIV status;
- Reduce associated morbidity and mortality among HIV-infected persons and their partners by assuring referral to appropriate medical, social, and prevention services; and
- Initiate needed HIV prevention services according to DSHS HIV prevention plans and program priorities (found at http://www.dshs.state.tx.us/hivstd/Planning_Profiles/default.shtm). These services are to be fully accessible, well-suited to each population's behavioral and other life situations, and fully integrated into a comprehensive system of related health services.

Contractor shall comply with all applicable federal and state regulations and statutes including, but not limited to:

- Chapters 81 and 85 of the Texas Health and Safety Code;
- Chapter 93 Texas Health and Safety Code (relating to Education and Prevention Programs for Hepatitis C); and
- Title 25 Texas Administrative Code (TAC) Chapters 97 and 98, Subchapter B.

Contractor shall comply with the Texas Health and Safety Code, §85.085, Physician Supervision of Medical Care, to ensure a licensed physician supervises any medical care or procedure provided under a testing program.

Contractor shall comply with all applicable state and federal policies, standards and guidelines, including, but not limited to:

QUALITY ASSURANCE ACTIVITIES

Contractor shall ensure that the performance of activities under this Renewal Program Attachment is of a high quality and consistent with all the requirements of this contract, in order to meet DSHS' high performance expectations.

Contractors that enter into contracts with subcontractors are entirely responsible to DSHS for the performance of those subcontractors. If subcontractors are used, Contractor is expected to adequately monitor the implementation of interventions and other activities under this contract, the efficient and effective use of resources by the subcontractor(s), the capacity and performance of subcontractor staff implementing interventions and other activities under this Renewal Program Attachment, and ensure that subcontractors are properly collecting and reporting data.

Contractor shall comply with the following quality assurance requirements:

1. Implement an orientation plan for Contractor's new staff (i.e., new hires involved in activities under this Renewal Program Attachment), which will be reviewed by DSHS staff during monitoring visits. The plan shall be consistent with all the terms of this Renewal Program Attachment.
2. Ensure that monitoring and evaluation of Contractor staff performance, and its subcontractor's staff performance, if applicable, is conducted and documented according to the schedule below:

Length of time the Contractor staff member has been performing the intervention	For group-level interventions (including the group-level component of community-level interventions), staff must be monitored at least:	For all other interventions (including PBC, SNS, and CRCS), staff must be monitored at least:
3 months or less	One out of every 3 sessions*	Twice a month
4 to 6 months	Twice a month	Twice a month
7 to 12 months	Monthly	Monthly
1 to 2 years	Quarterly	Quarterly
2 years or more	Every 6 months	Every 6 months

*Additionally, before conducting a **group-level intervention** session on a solo basis for the first time, a staff member should be observed conducting each session of the intervention by a supervisor (or more experienced facilitator) or co-facilitate the session with a more experienced facilitator.

3. Keep written monitoring and evaluation records of all staff involved in contract activities, including those of subcontractors. DSHS Program may specify evaluation

- DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>;
- DSHS' Standards for Public Health Services, including any revisions, located at <http://www.dshs.state.tx.us/qmb/dshsstndrds4clinciservs.pdf>; and
- DSHS' HIV/STD Confidential Information Security Policy, HIV/STD Breach of Confidentiality Response Policy, and Breach Report Form/ Breach Report Form Instructions at <http://www.dshs.state.tx.us/hivstd/policy/policies.shtm>.

Contractor shall perform all activities in accordance with DSHS Program's Request For Proposal (RFP) for HIV Prevention Projects RFP HIV/PREV-0214.1, dated December 7, 2006, the Renewal Guidance dated June 23, 2010 (which will be provided to Contractor by the effective date of this Renewal Program Attachment), and any letters or memos with additional directions and policies; and in accordance with the detailed budget as approved by DSHS Program (see attached Categorical Budget Detail); and with the HIV Prevention Area Action Plan for the area in which Contractor is providing services. These plans are available at http://www.dshs.state.tx.us/hivstd/planning_profiles/default.shtm. All of the above-named applicable documents are incorporated herein by reference and made a part of this Renewal Program Attachment. Contractor must receive advance written approval from DSHS before varying from any of these requirements, and must update its implementation documentation within forty-eight (48) hours of making approved changes. Within that timeframe, Contractor must also alert all staff working on activities under this Renewal Program Attachment of the changes made to the implementation documentation in question.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total contract amount as shown in SECTION VIII. BUDGET, Contractor's budget may be subject to a decrease for the remainder of the Renewal Program Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Prevention activities under this Renewal Program Attachment include Quality Assurance (QA) activities (in accordance with DSHS Program's Request For Proposal (RFP) for HIV Prevention Projects RFP HIV/PREV-0214.1, dated December 7, 2006 and the DSHS Protocol Based Counseling Quality Assurance Standards (as revised) located at <http://www.dshs.state.tx.us/hivstd/training/qastandards.shtm#pbc>). Prevention activities also include HIV Testing and Protocol-Based Prevention Counseling (PBC), Comprehensive Risk Counseling Services (CRCS) activities, and Evidence-Based Intervention (EBI) activities. These activities must be conducted in accordance with DSHS Program's Request For Proposal (RFP) for HIV Prevention Projects RFP HIV/PREV-0214.1, dated December 7, 2006; DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>; and The Fact Sheets of Effective Prevention Interventions located at <http://www8.utsouthwestern.edu/utsw/cda/dept156726/files/165413.html>.

and monitoring tools to be used. Information related to quality assurance activities, along with any other documentation associated with activities under this Renewal Program Attachment, are subject to review by DSHS Program during program reviews and at any other time.

4. Solicit feedback (e.g., client surveys) from clients being served by Contractor under this Renewal Program Attachment, and provide a summary of the client feedback for each intervention at least once during the term of this Renewal Program Attachment. This summary must be available for review during DSHS site visits.
5. Designate and train staff to be responsible for quality assurance activities, including ensuring accurate and consistent data collection and reporting.
6. Facilitate DSHS Program review of all prevention activities provided by Contractor and its subcontractor(s).
7. Submit program materials produced by Contractor for review and approval by a local Program Materials Review Panel (PMRP). Program materials include, but are not limited to: pamphlets, fliers, survey instruments, web sites, videos, and scripts for advertisements.
8. Ensure HIV prevention materials, supplies, and tangible reinforcements (i.e., participation incentives for target population) are appropriate for the target population(s). Contractor must implement and maintain control systems and assign internal responsibility for monitoring distribution of tangible reinforcements.

PROTOCOL BASED PREVENTION COUNSELING (PBC):

Contractor shall conduct the following quality assurance activities:

- Follow the orientation and training schedule outlined in the DSHS Protocol Based Counseling Quality Assurance Standards, located at <http://www.dshs.state.tx.us/hivstd/training/default.shtm> and at <http://www.dshs.state.tx.us/hivstd/training/pctools/standards.shtm>.
- Audit PBC charts and retain all audit documentation as described in the DSHS Protocol Based Counseling Quality Assurance Standards located at <http://www.dshs.state.tx.us/hivstd/training/pctools/standards.shtm>.
- Provide HIV prevention counseling sessions with required elements referenced in the DSHS Protocol Based Counseling Quality Assurance Standards located at <http://www.dshs.state.tx.us/hivstd/training/pctools/standards.shtm>.
- Contractor shall direct these services to target populations in the relevant Area Action Plan and as specified in Contractor's objectives as approved by DSHS Program.

SOCIAL NETWORKS PROGRAM:

A social networks strategies (SNS) program is a recruitment program designed to reach and provide HIV counseling, testing, and referrals (for medical care and prevention services) to persons with undiagnosed HIV infection by using recruiters (HIV-positive or HIV-negative high risk persons from the community) who are able to recruit network associates (individuals within their social, sexual, and/or drug-using networks) who are at risk for HIV infection into the program and encourage them to be tested for HIV.

Contractor shall conduct the following quality assurance activities:

- Follow the DSHS-approved SNS implementation plan, which will be provided to the Contractor by the effective date of this Renewal Program Attachment.
- Ensure SNS staff implements each of the following activities:
 - Phase I: Recruiter Enlistment (identify, screen, and invite potential recruiters to participate in program; sign up volunteers for the program);
 - Phase II: Recruiter Engagement (orient and interview recruiters about network associates; coach recruiters on how to approach network associates);
 - Phase III: Recruitment of network associates (recruiters recruit network associates for counseling and testing); and
 - Phase IV: Counseling, Testing, and Referral (provide HIV counseling and testing to network associates and link those who test positive into care and preventive services).

COMPREHENSIVE RISK COUNSELING SERVICES (CRCS) ACTIVITIES:

Contractor shall conduct the following quality assurance activities:

- Follow the orientation and training schedule for CRCS, located at <http://www.dshs.state.tx.us/hivstd/training/default.shtm>.
- Audit CRCS charts monthly, according to standards in DSHS' HIV and STD Program Operation Procedures and Standards, and retain all audit documentation.
- Ensure CRCS staff meets minimum staff qualifications as referenced in DSHS Program Operating Procedures and standards, located at www.dshs.state.tx.us/hivstd/pops/pdf/pdf_prevention_case_management_standards.pdf.
- Comply with DSHS' CRCS Program Operating Procedures and Standards, located at www.dshs.state.tx.us/hivstd/pops/pdf/pdf_prevention_case_management_standards.pdf and guidance available at www.dshs.state.tx.us/hivstd/fieldops/TA_Bulls/CRCS_activities_with_low_risk_clients.pdf.
- Adhere to the DSHS-approved procedures and protocols for Contractor's CRCS program to ensure the effective delivery of CRCS services, quality assurance activities, and minimum standards of care including developing relationships with Ryan White Treatment Modernization Act case management providers.

EVIDENCE-BASED INTERVENTION (EBI) ACTIVITIES:

Contractor shall conduct the following quality assurance activities:

- Follow the orientation and training schedule for EBI, located at <http://www.dshs.state.tx.us/hivstd/training/default.shtm>.
- Comply with the Health Education and Risk Reduction Activities for High Risk Populations section of DSHS Program's RFP, referenced herein.
- Provide justification to, and obtain written approval from, DSHS prior to the customization, tailoring and/or adaptation of the curriculum, target population, activities, number of sessions, etc., of an EBI.

Funds may be used to purchase tangible reinforcements (bus tokens, movie gift cards, food gift cards, t-shirts, grocery store gift cards, etc.) to encourage at-risk clients to participate in prevention programs. Tangible reinforcements must be approved in advance by DSHS Program. Contractor shall maintain a policy regarding the use of tangible reinforcements and a log for tracking the purchase and distribution of tangible reinforcements. The policy and log are subject to review by DSHS Program during program reviews and at any other time. The policy must limit the use of tangible reinforcements to the following types of situations: for participation in rapid assessment activities, for recruitment of clients into PBC, CRCS, testing programs and EBIs, for retention of clients in EBIs, for clients upon completion of all sessions of an EBI, for recruitment and retention of peer volunteers, for clients who return for HIV testing and to encourage clients to return for test results. Funds may not be used to make cash payments or cash-equivalent payments to intended recipients of services except as noted above.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Renewal Program Attachment, without waiving the enforceability of any of the other terms of the Renewal Program Attachment.

Performance of Contractors, including compliance with DSHS Program procedures, policies and guidance, contractual conditions, attainment of performance measures, maintenance of adequate staff, and submission of required data and narrative reports will be regularly assessed. Failure to comply with stated requirements and contractual conditions may result in the immediate loss of contract funds at the discretion of DSHS.

Contractor shall:

- Participate in DSHS Program's outcome monitoring project, as directed by DSHS Program; and
- Conduct periodic rapid assessments of the approved targeted populations, as directed by DSHS Program.

If Contractor uses subcontractors, Contractor accepts full responsibility and accountability for each subcontractor's performance under this Renewal Program Attachment, including proper and timely submission of the documentation required in semi-annual reports.

PROTOCOL BASED PREVENTION COUNSELING (PBC):

Contractor shall:

- Perform recruitment activities (e.g. street outreach, Internet recruitment, recruitment through other HIV/STD service providers, and recruitment during targeted public health events such as health fairs or screenings) within the target population(s). Services shall be provided to clients who live in, or receive services in, the county(ies)/area defined as: Duval, Jim Hogg, Webb, Zapata
- Provide testing by collecting a blood specimen through venipuncture and submitting this specimen for HIV and syphilis testing through the DSHS public health laboratory. Contractors may vary from this requirement only with prior written approval from DSHS. Variations which require this pre-approval include: specimen collection through the use of rapid blood or oral HIV tests; blood spot cards (even when processed through the public health laboratory); traditionally processed oral tests; conducting HIV tests without protocol-based prevention counseling; and/or conducting HIV testing without securing specimen for syphilis testing.
- DSHS must pre-approve rapid HIV testing. Once pre-approved, Contractor must adhere to DSHS guidance relating to rapid testing, located at http://www.dshs.state.tx.us/hivstd/fieldops/rapid_testing.doc. Contractor must obtain any required Clinical Laboratory Improvement Amendment (CLIA) certification or waiver of certification, in compliance with the CLIA of 1988, Public Law 100-578, amended §353 of the Public Health Service Act (42 U.S.C. 263a). Waiver is sought by submitting an application to the DSHS Health Facility Licensing and Compliance Division (HFLCD).
- Provide individual-level PBC for persons at increased risk for HIV/STD/Viral Hepatitis C infection due to individual sexual behavior, drug use, and/or other risk behaviors. This shall include establishing and maintaining confidential and anonymous HIV testing programs, with referrals to other testing and treatment services as appropriate.
- Provide PBC and HIV testing in accordance with DSHS Program's Request For Proposal (RFP) for HIV Prevention Projects RFP HIV/PREV-0214.1, dated December 7, 2006; and DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>.
- Establish and maintain mutually agreed-upon written, formal procedures with the local health department, in each geographic area served by the Contractor, responsible for public health disease intervention services. The procedures must specify processes (e.g., communication) that facilitate timely partner elicitation by the local health department following the delivery of HIV positive test results to clients by Contractor. These procedures must be finalized and

in place within 30 days of the effective date of this Renewal Program Attachment. Additionally, Contractors must establish and maintain mutually agreed-upon formal, written procedures with other HIV prevention and services providers and collaborating entities that the Contractor will work with to implement any activities under this Renewal Program Attachment. The procedures must clearly identify the roles of the Contractor and such collaborating agency (ies).

- Establish and maintain mutually agreed-upon formal written procedures with local providers who provide services frequently needed by clients seeking HIV services from Contractor, including but not limited to: HIV testing and counseling; evidence based interventions, STD services, partner services, HIV medical and support services, substance abuse treatment services, and mental health services. At a minimum, such procedures should address conditions associated with making and accepting client referrals. If the Contractor provides all of the services listed above in a specific geographic area, no such agreement is necessary for that area. Contractor must maintain complete records of all referrals made.
- Achieve, at a minimum, the following performance measures:

Objective A: Contractor shall diligently follow the requirements for delivery of HIV test results (see <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>) for all HIV testing done under this Renewal Program Attachment. Contractor shall submit client encounter data into the on-line system as described herein. If that data indicates a test result delivery rate of less than 75%, DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.

Objective B: Contractor shall diligently follow the requirements for conducting results counseling (see <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>) for all clients with positive HIV test results under this Renewal Program Attachment. Contractor shall submit client encounter data into the on-line system as described herein. If that data indicates a results counseling delivery rate of less than 95%, DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.

Objective C: Contractor shall diligently follow the requirements for linking all clients, with positive HIV test results, to HIV Early Intervention (see <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>) for those clients successfully notified of their test results under Objective A. Contractor shall submit client encounter data into the on-line system as described herein. If that data indicates a linkage rate of less than 95%, DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.

Objective D: Contractor shall diligently follow the requirements for linking all pregnant

clients, with positive HIV test results, to pre-natal care (see <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>) for those clients successfully notified of their test results under Objective A. Contractor shall submit client encounter data into the on-line system as described herein. If that data indicates a linkage rate of less than 90%, DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.

Objective E: Contractor is expected to perform at least 1776 HIV tests under this Renewal Program Attachment by December 31, 2011.

Objective F: Of the total number of HIV tests conducted under Objective E, Contractor must provide at least the number shown in the chart at Exhibit A (Performance Measures) of HIV tests to the listed priority populations.

COMPREHENSIVE RISK COUNSELING SERVICES (CRCS) ACTIVITIES:

Contractor shall:

- Audit CRCS charts monthly, according to standards in DSHS' HIV and STD Program Operation Procedures and Standards, and retain all audit documentation;
- Ensure CRCS staff meets minimum staff qualifications, as referenced in DSHS Program Operating Procedures and Standards (located at www.dshs.state.tx.us/hivstd/pops/pdf/pdf_prevention_case_management_standards.pdf);
- Comply with DSHS' CRCS Program Operating Procedures and Standards, located at www.dshs.state.tx.us/hivstd/pops/pdf/pdf_prevention_case_management_standards.pdf and guidance available at www.dshs.state.tx.us/hivstd/fieldops/TA_Bulls/CRCS_activities_with_low_risk_clients.pdf;
- Adhere to the DSHS-approved procedures and protocol manuals for Contractor's CRCS program to ensure the effective delivery of CRCS services, quality assurance activities, and minimum standards of care including developing relationships with Ryan White Treatment Modernization Act case management providers;
- Provide CRCS individual-level interventions that provides intensive, ongoing, individualized prevention counseling and referrals to other appropriate social services, as well as client-centered prevention activities that promote the adoption and maintenance of HIV/STD/Viral Hepatitis C risk-reduction behaviors by clients with multiple, complex problems and risk-reduction needs. HIV case management sessions shall include the CRCS essential components as specified in accordance with DSHS Program's Request For Proposal (RFP) for HIV Prevention Projects RFP HIV/PREV-0214.1, dated December 7, 2006; and DSHS' HIV and STD Program Operation Procedures and Standards (as revised), located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>; and

- Achieve, at a minimum, the following performance measures:

Objective A: Contractor must provide at least 525 CRCS sessions (as described herein) to appropriate clients (persons at greatest risk of acquiring and/or transmitting HIV infection) by December 31, 2011.

Objective B: Contractor must enroll at least the number shown on the chart at Exhibit A (Performance Measures) of priority population clients (as defined at http://www.dshs.state.tx.us/hivstd/Planning_Profiles/default.shtm) into CRSC by December 31, 2011.

EVIDENCE-BASED INTERVENTION (EBI) ACTIVITIES:

Contractor shall:

- Perform recruitment activities (e.g. street outreach, Internet recruitment, recruitment through other HIV/STD service providers, and recruitment during targeted public health events such as health fairs or screenings) within the appropriate target populations for purposes of recruitment into the EBI. Services shall be provided to clients who live, or receive services, in the county(ies)/area defined as: Duval, Jim Hogg, Webb, Zapata
- Provide EBI services to the target populations in accordance with DSHS Program's Request For Proposal (RFP) for HIV Prevention Projects RFP HIV/PREV-0214.1, dated December 7, 2006; DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>; and The Fact Sheets of Effective Prevention Interventions located at <http://www8.utsouthwestern.edu/utsw/cda/dept156726/files/165413.html>;
- Maintain formal agreements with local providers of services customarily required by EBI clients, including but not limited to: HIV testing and counseling; CRCS; STD services; partner services; HIV medical and support services; substance abuse treatment services; and mental health services. At a minimum, such agreements should address conditions associated with making and accepting timely client referrals. If the Contractor provides all of the services listed above in a specific geographic area, no such agreement is necessary for that area. Contractor must maintain complete records of all referrals made;
- Achieve, at a minimum, the following performance measures:

Objective A: Contractor must have at least 0 appropriate clients (persons at greatest risk of acquiring and/or transmitting HIV infection) finish a series of EBI sessions by December 31, 2011.

Objective B: Of the total number of clients referenced in Objective A, at least the number shown on the chart at Exhibit A Performance Measures must be priority population clients (as defined at

http://www.dshs.state.tx.us/hivstd/Planning_Profiles/default.shtm).

Objective C: Contractor will conduct the full series of EBI sessions at least 0 separate times by December 31, 2011.

Objective D: Contractor shall achieve the community-level EBI performance measures shown in the community-level interventions chart attached as Exhibit A Performance Measures.

PROGRAM DATA REPORTING, SECURITY AND CONFIDENTIALITY REQUIREMENTS

Contractor shall provide information on each client contact/prevention counseling session via the reporting system(s) designated by DSHS. DSHS may make alterations to reporting systems and requirements, or require the use of new reporting systems or collection methods, at its sole discretion. In the event of such a change, Contractors will be notified at least thirty (30) days in advance of the changed requirements, except in cases where the system in use suffers some kind of technical failure. Information submitted through the DSHS systems will be considered the performance data of record in evaluating attainment of goals and programmatic performance.

PBC contact information shall be entered into the Real Time Education and Counseling Net (RECN) no later than twenty (20) working days following the client contact. Information on HIV testing without PBC must be entered into the Testing Without Counseling Access Database, developed by DSHS, and submitted via electronic mail by the Contractor no later than the 20th day of the following month. Contractor is responsible for examining the quality of the information prior to submission to assure it is complete and accurate.

Group and community level intervention data must be entered in the Contractor's EBI database and exported to DSHS by the 20th day of the month following the month in which the cycle occurred. Contractor is responsible for examining the quality of the information prior to submission to assure it is complete and accurate.

The DSHS-distributed spreadsheet for tracking CRCS contacts must be submitted by the program electronically each quarter by the 5th of the month following the end of the quarter and updated on an ongoing basis. Contractor is responsible for examining the quality of the information prior to submission to assure it is complete and accurate. Record sheets for Community Level outreach/recruitment activities must be submitted on the designated form (available at <http://www.dshs.state.tx.us/hivstd/fieldops/prevdata.shtm>) by the 5th day of the following month.

Contractor shall provide semi-annual activity reports of the number of contacts with clients in the target population(s) in which priority intervention services are provided. Such reports shall be submitted in the standard format provided by DSHS Program at <http://www.dshs.state.tx.us/hivstd/fieldops/page9.shtm> by electronic mail transmission to hivstdreport.tech@dshs.state.tx.us. These semi-annual reports are due on or before the 30th calendar day of July 2011 and January 2012.

Contractor shall submit all data accurately, within the required time frames, and to the satisfaction of DSHS. If reporting practices do not meet these conditions, this will constitute a breach of contract.

Contractor may use data collected through the above mechanisms for program planning, evaluation, and improvement. Data may be included in Contractor reports to parties other than DSHS provided the information is aggregated in such a way that no individual client may be identified. Data may not be used for research purposes by Contractor or any other party without prior approval of DSHS' Institutional Review Board and pre-approval by DSHS Program. The Contractor may not share electronic data sets with other parties without advance written permission of DSHS.

DSHS may inspect, or require copies of, any of the documentation referenced herein at any time, and Contractor will comply with such requests in a timely manner. All documentation under this contract will be readily available for inspection by DSHS staff during site visits.

Contractor must protect the security of program reporting data and the confidentiality of client information. Contractor must:

- Protect paper records and electronic data collected and stored at its facility from security breaches, and keep such data confidential;
- Ensure client privacy is maintained and data is collected confidentially when data/information is elicited verbally from clients;
- Ensure that data entry into program reporting systems will occur in a confidential environment, safeguarding against unauthorized disclosure of client information and ensure that such environments are consistently maintained;
- Ensure data entered into program reporting systems are input only by properly authorized staff;
- Assure data integrity is maintained and that data entered in program reporting systems is entered accurately and is not altered;
- Understand that users of the program data systems will require user identification and authentication (such as challenge passwords);
- Ensure that persons entering data do not circumvent such security measures;
- Ensure data are accessed only by authorized persons;
- Ensure program data are used in a manner that protects client privacy and is in accordance with federal and state law and the terms of this contract;
- Implement policies and procedures for use of data in a secure manner that protects client privacy and prevents against unauthorized access to, and use of, program data;
- Implement policies and procedures (consistent with the requirements and constraints listed herein) for publication and redistribution of data if program data are shared with other parties or providers;
- Protect data transported within your entity or to external parties consistent with the constraints and requirements listed herein;
- Protect data transmitted electronically within your entity or to external parties (when not using DSHS' data reporting systems) consistent with the constraints and requirements listed herein;

- Maintain retention and disposal policies and procedures consistent with state and federal retention requirements and the requirements of this contract, and assure that program data cannot be inappropriately accessed;
- Agree to publish, implement, and make available policies on data security and client privacy, and train staff regularly regarding those requirements (Contractor must maintain records documenting such training);
- Require each individual member of Contractor's staff, and volunteers, to sign an agreement pledging to abide by Contractor's policies and procedures pertaining to data security and client privacy. Contractor shall maintain these written agreements and make them available upon request to DSHS in a timely manner;
- Abide by rules of conduct/data security guidelines provided by DSHS to safeguard the program reporting data;
- Develop a personnel sanction policy to hold Contractor staff and volunteers and subcontractor staff responsible for any violations of these policies. If Contractor uses subcontractors: Contractor accepts full responsibility and accountability for each subcontractor's performance under this contract including all provisions related to confidentiality;
- Agree to make staff available for training on the use of program reporting systems and data security;
- Comply with DSHS' efforts to maintain lists of staff under this contract authorized to use the program reporting systems;
- Immediately report breaches of confidentiality involving the program data reporting systems to DSHS, and fully assist DSHS in any investigation resulting from such breach; and
- DSHS may inspect, or require copies of, any of the documentation referenced herein at any time, and Contractor will comply with such requests in a timely manner. All documentation under this contract will be readily available for inspection by DSHS staff during site visits.

TRAINING REQUIREMENTS

Contractor shall authorize and require their staff to attend training, conferences, and meetings as directed by DSHS Program.

Contractor must appropriately budget funds in order to meet training requirements in a timely manner, and must ensure its staff and volunteers are trained as specified in the training requirements listed at <http://www.dshs.state.tx.us/hivstd/training/default.shtm> and as otherwise specified by DSHS. Contractor shall document that these training requirements are met.

SECTION III. SOLICITATION DOCUMENT:

Request for Proposal (RFP) for HIV Prevention Projects RFP HIV/PREV-0214.1, dated December 7, 2006

SECTION IV. RENEWALS:

DSHS may renew the Renewal Program Attachment for up to one (1) additional one-year terms, at DSHS' sole discretion.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, Mail Code 1940
Department of State Health Services
1100 West 49th Street
PO BOX 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is: invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

Source of Funds: CFDA # 93.940.000

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **ARTICLE I COMPLIANCE AND REPORTING**, Section 1.07 Statutes and Standards of General Applicability, is amended to include the following:

Contractor, as a subrecipient of federal grant funds, is prohibited from texting while driving a federal government owned vehicle and from texting while using government furnished electronic equipment while driving any vehicle, including any privately owned or governmental owned vehicle. "Texting" means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary due to traffic, a traffic light, stop sign or otherwise. "Driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. "Government furnished

electronic equipment” means any electronic equipment that may be used for texting and for which any payment is made, in part or in whole, under this Renewal Program Attachment. The Contractor is responsible for ensuring its employees are aware of this prohibition and adhere to this prohibition

General Provisions, **ARTICLE VIII RECORDS RETENTION, Section 8.01 Retention**, is revised to include the following:

All records pertaining to this Contract shall be retained by Contractor and made timely available to DSHS Program, the Comptroller General of the United States, the Texas State Auditor, and/or any of their authorized representatives, and in accordance with DSHS' General Provisions.

Due to the sensitive and highly personal nature of HIV/AIDS-related information, strict adherence to the General Provisions, **ARTICLE VII CONFIDENTIALITY**, is required. The **ARTICLE VII CONFIDENTIALITY, Section 7.03 Exchange of Client-Identifying Information**, is revised to include the following:

Neither Contractor, nor any subcontractor, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the client or patient, or someone authorized to act on his or her behalf; however, DSHS may require Contractor, or any subcontractor, to timely transfer a client or patient record to DSHS if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient.

DSHS will have timely access to a client or patient record in the possession of Contractor, or any subcontractor, under authority of the Texas Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, DSHS shall keep confidential any information obtained from the client or patient record, as required by the Texas Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

General Provisions **ARTICLE XII GENERAL BUSINESS OPERATIONS OF CONTRACTOR, Section 12.20 Equipment (Including Controlled Assets) Purchases**, is amended to include the following statement:

Notwithstanding the requirement in Section 12.20 which requires such purchases to be initiated in the first quarter of the contract, Contractor may purchase equipment throughout the term of the Renewal Program Attachment when prior approval by DSHS has been obtained.

General Provision, **ARTICLE XIII, GENERAL TERMS, Section 13.15, Amendment**, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Renewal Program Attachment.

2011-037623-001

Categorical Budget:

PERSONNEL	\$242,596.00
FRINGE BENEFITS	\$92,207.00
TRAVEL	\$8,588.00
EQUIPMENT	\$1,380.00
SUPPLIES	\$11,198.00
CONTRACTUAL	\$0.00
OTHER	\$36,248.00
TOTAL DIRECT CHARGES	\$392,217.00
INDIRECT CHARGES	\$0.00
TOTAL	\$392,217.00
DSHS SHARE	\$392,217.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$392,217.00

Financial status reports are due: 05/02/2011, 08/01/2011, 10/31/2011, 02/29/2012

Equipment List Attached.

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ARTICLE I COMPLIANCE AND REPORTING

Section 1.01 Compliance with Statutes and Rules. Contractor shall comply, and shall require its subcontractor(s) to comply, with the requirements of the Department's rules of general applicability and other applicable state and federal statutes, regulations, rules, and executive orders, as such statutes, regulations, rules, and executive orders currently exist and as they may be lawfully amended. The Department rules are located in the Texas Administrative Code, Title 25 (Rules). To the extent this Contract imposes a higher standard, or additional requirements beyond those required by applicable statutes, regulations, rules or executive orders, the terms of this Contract will control. Contractor further agrees that, upon notification from DSHS, Contractor shall comply with the terms of any contract provisions DSHS is required to include in its contracts under legislation effective at the time of the effective date of this Contract or during the term of this Contract.

Section 1.02 Compliance with Requirements of Solicitation Document. Except as specified in these General Provisions or the Program Attachment(s), Contractor shall comply with the requirements, eligibility conditions, assurances, certifications and program requirements of the Solicitation Document, if any, (including any revised or additional terms agreed to in writing by Contractor and DSHS prior to execution of this Contract) for the duration of this Contract or any subsequent renewals. The Parties agree that the Department has relied upon Contractor's response to the Solicitation Document. The Parties agree that any misrepresentation contained in Contractor's response to the Solicitation Document constitutes a breach of this Contract.

Section 1.03 Reporting. Contractor shall submit reports in accordance with the reporting requirements established by the Department and shall provide any other information requested by the Department in the format required by DSHS. Failure to submit a required report or additional requested information by the due date specified in the Program Attachment(s) or upon request constitutes a breach of contract, may result in delayed payment and/or the imposition of sanctions and remedies, and, if appropriate, emergency action; and may adversely affect evaluation of Contractor's future contracting opportunities with the Department.

Section 1.04 Client Financial Eligibility. Where applicable, Contractor shall use financial eligibility criteria, financial assessment procedures and standards developed by the Department to determine client eligibility.

Section 1.05 Applicable Contracts Law and Venue for Disputes. Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, this Contract will be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit will be Travis County, Texas.

Section 1.06 Applicable Laws and Regulations Regarding Funding Sources. Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars, the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Governor's Budget, Planning and Policy Division. UGMA and UGMS can be located through

web links on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §___14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through weblinks on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

Section 1.07 Statutes and Standards of General Applicability. Contractor is responsible for reviewing and complying with all applicable statutes, rules, regulations, executive orders and policies. To the extent applicable to Contractor, Contractor shall comply with the following:

- a) the following statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion: 1) Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a); 4) the Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 USC §§ 6101-6107; 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91; 8) U.S. Department of Labor, Equal Employment Opportunity E.O. 11246; 9) Tex. Lab. Code Chapter 21; 10) Food Stamp Act of 1977 (7 USC § 200 et seq.; 11) Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations; and 12) DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;
- b) Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse;
- c) Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR Part 2, relating to confidentiality of alcohol and drug abuse patient records;
- d) Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing;
- e) Immigration Reform and Control Act of 1986, 8 USC § 1324a, regarding employment verification;
- f) Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC § 7183, regarding the non-use of all tobacco products;
- g) National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (PL 93-348 and PL 103-43), regarding human subjects involved in research;
- h) Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7321-26, which limits the political activity of employees whose employment is funded with federal funds;
- i) Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
- j) Tex. Gov. Code Chapter 469, pertaining to eliminating architectural barriers for persons with disabilities;
- k) Texas Workers' Compensation Act, Tex. Lab. Code Chapters 401-406 and 28 Tex. Admin. Code Part 2, regarding compensation for employees' injuries;

- l) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
- m) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin. Code Chapter 96 regarding safety standards for handling blood borne pathogens;
- n) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
- o) environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.; 6) Federal Water Pollution Control Act, 33 USC § 1251 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§ 7401 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 USC §§ 1271 et seq.) related to protecting certain rivers system; and 11) Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;
- p) Intergovernmental Personnel Act of 1970 (42 USC §§ 4278-4763) regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 CFR Part 900, Subpart F);
- q) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
- r) Davis-Bacon Act (40 USC §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC §§ 327-333), regarding labor standards for federally-assisted construction subagreements;
- s) National Historic Preservation Act of 1966, § 106 (16 USC § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;
- t) financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations;"
- u) Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104); and
- v) requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

If this Contract is funded by a grant or cooperative agreement, additional state or federal requirements found in the Notice of Grant Award are imposed on Contractor and incorporated herein by reference.

Section 1.08 Applicability of General Provisions to Interagency and Interlocal Contracts.

Certain sections or portions of sections of these General Provisions will not apply to Contractors that are State agencies or units of local government; and certain additional provisions will apply to such Contractors.

- a) The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:
 - 1) Hold Harmless and Indemnification, Section 13.19;
 - 2) Independent Contractor, Section 12.15 (delete the third sentence in its entirety; delete the word “employees” in the fourth sentence; the remainder of the section applies);
 - 3) Insurance, Section 12.03;
 - 4) Liability Coverage, Section 12.05;
 - 5) Fidelity Bond, Section 12.04;
 - 6) Historically Underutilized Businesses, Section 12.10 (Contractor, however, shall comply with HUB requirements of other statutes and rules specifically applicable to that entity);
 - 7) Debt to State and Corporate Status, Section 3.01;
 - 8) Application of Payment Due, Section 3.02; and
 - 9) Article XV Claims against the Department (This Article is inapplicable to interagency contracts only).
- b) The following additional provisions will apply to interagency contracts:
 - 1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Tex. Gov. Code Chapter 771;
 - 2) The Parties hereby certify that (1) the services specified are necessary and essential for the activities that are properly within the statutory functions and programs of the affected agencies of State government; (2) the proposed arrangements serve the interest of efficient and economical administration of the State government; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of the State of Texas to be supplied under contract given to the lowest responsible bidder; and
 - 3) DSHS certifies that it has the authority to enter into this Contract granted in Tex. Health & Safety Code Chapter 1001, and Contractor certifies that it has specific statutory authority to enter into and perform this Contract.
- c) The following additional provisions will apply to interlocal contracts:
 - 1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Tex. Gov. Code Chapter 791;
 - 2) Payments made by DSHS to Contractor will be from current revenues available to DSHS; and
 - 3) Each Party represents that it has been authorized to enter into this Contract.
- d) Contractor agrees that Contract Revision Requests (pursuant to the Contractor’s Request for Revision to Certain Contract Provisions section), when signed by a duly authorized representative of Contractor, will be effective as of the effective date specified by the Department, whether that date is prior to or after the date of any ratification by Contractor’s governing body.

Section 1.09 Civil Rights Policies and Complaints. Upon request, Contactor shall provide the Health and Human Services Commission (HHSC) Civil Rights Office with copies of all Contractor's civil rights policies and procedures. Contactor shall notify HHSC's Office of Civil Rights of any civil rights complaints received relating to performance under this Contract no more than ten (10) calendar days after Contractor's receipt of the claim. Notice must be directed to –

HHSC Civil Rights Office
701 W. 51st St., Mail Code W206
Austin, Texas 78751
Toll-free phone (888) 388-6332
Phone (512) 438-4313
TTY Toll-free (877) 432-7232
Fax (512) 438-5885

Section 1.10 Licenses, Certifications, Permits, Registrations and Approvals. Contactor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Failure to obtain or any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registration or approval constitutes grounds for termination of this Contract or other remedies the Department deems appropriate. Contactor shall ensure that all its employees, staff and volunteers obtain and maintain in active status all licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract and shall prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract.

ARTICLE II SERVICES

Section 2.01 Education to Persons in Residential Facilities. If applicable, Contactor shall ensure that all persons, who are housed in Department-licensed and/or -funded residential facilities and who are twenty-two (22) years of age or younger, have access to educational services as required by Tex. Educ. Code § 29.012. Contactor shall notify the local education agency or local early intervention program as prescribed by Tex. Educ. Code § 29.012 not later than the third calendar day after the date a person who is twenty-two (22) years of age or younger is placed in Contractor's residential facility.

Section 2.02 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 as a federal disaster by the appropriate federal official, Contactor may be called upon to assist DSHS in providing services, as appropriate, in the following areas: community evacuation; health and medical assistance; assessment of health and medical needs; health surveillance; medical care personnel; health and medical equipment and supplies; patient evacuation; in-hospital care and hospital facility status; food, drug, and medical device safety; worker health and safety; mental health and substance abuse; public health information; vector control and veterinary services; and victim identification and mortuary services. Contactor shall carry out disaster services in the manner most responsive to the needs of the emergency, be cost-effective, and be least intrusive on Contractor's primary services.

Section 2.03 Consent to Medical Care of a Minor. If Contactor provides medical, dental, psychological or surgical treatment to a minor under this Contract, either directly or through contracts

with subcontractors, Contractor shall not provide treatment of a minor unless informed consent to treatment is obtained pursuant to Tex. Fam. Code Chapter 32, relating to consent to treatment of a child by a non-parent or child or pursuant to other state law. If requirements of federal law relating to consent directly conflict with Tex. Fam. Code Chapter 32, federal law supersedes state law.

Section 2.04 Telemedicine Medical Services. Contractor shall ensure that if Contractor or its subcontractor uses telemedicine/telepsychiatry that the services are implemented in accordance with written procedures and using a protocol approved by Contractor's medical director and using equipment that complies with the equipment standards as required by the Department. Procedures for providing telemedicine service must include the following requirements:

- a) clinical oversight by Contractor's medical director or designated physician responsible for medical leadership;
- b) contraindication considerations for telemedicine use;
- c) qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
- d) safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
- e) use by credentialed licensed providers providing clinical care within the scope of their licenses;
- f) 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;
- g) priority in scheduling the system for clinical care of individuals;
- h) quality oversight and monitoring of satisfaction of the individuals served; and
- i) management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites.

Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under Rule § 448.911.

Section 2.05 Fees for Personal Health Services. Contractor may develop a system and schedule of fees for personal health services in accordance with the provisions of Tex. Health & Safety Code § 12.032, DSHS Rule §1.91 covering Fees for Personal Health Services, and other applicable laws or grant requirements. The amount of a fee must not exceed the actual cost of providing the services. No client may be denied a service due to inability to pay.

Section 2.06 Cost Effective Purchasing of Medications. If medications are funded under this Contract, Contractor shall make needed medications available to clients at the lowest possible prices and use the most cost effective medications purchasing arrangement possible.

Section 2.07 Services and Information for Persons with Limited English Proficiency. 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. 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. Contractor shall make every effort to avoid use of any persons under the age of eighteen (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.

ARTICLE III FUNDING

Section 3.01 Debt to State and Corporate Status. Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Contractor if Contractor is indebted to the State for any reason, including a tax delinquency. Contractor, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). Contractor, if a corporation, further certifies that it is and will remain in good standing with the Secretary of State's office. A false statement regarding franchise tax or corporate status is a material breach of this Contract. If franchise tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Contractor's delinquent franchise tax is paid in full.

Section 3.02 Application of Payment Due. Contractor agrees that any payments due under this Contract will be applied towards any debt of Contractor, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Section 3.03 Use of Funds. Contractor shall expend Department funds only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

Section 3.04 Use for Match Prohibited. Contractor shall not use funds provided through this Contract for matching purposes in securing other funding unless directed or approved by the Department in writing.

Section 3.05 Program Income. Gross income directly generated from Department funds through a project or activity performed under a Program Attachment and/or earned only as a result of a Program Attachment during the term of the Program Attachment are considered program income. Unless otherwise required under the terms of the grant funding this Contract, Contractor shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of program income to further the program objectives of the state or federal statute under which the Program Attachment was made, and Contractor shall spend the program income on the same Program Attachment project in which it was generated. Contractor shall identify and report this income in accordance with the Compliance and Reporting Article of these General Provisions, the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtml> and the provisions of the Program Attachment(s). Contractor shall expend program income during the Program Attachment term and may not carry forward to any succeeding term. Contractor shall refund program income not expended in the term in which it is earned to DSHS. DSHS may base future funding levels, in part, upon Contractor's proficiency in identifying, billing, collecting, and reporting program income, and in using it for the purposes and under the conditions specified in this Contract.

Section 3.06 Nonsupplanting. Contractor shall not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or

local funds currently available for a particular activity. Contractor shall make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE IV PAYMENT METHODS AND RESTRICTIONS

Section 4.01 Payment Methods. Except as otherwise provided by the provisions of the Program Attachment(s), the payment method for each Program Attachment will be one of the following methods:

- a) cost reimbursement. This payment method is based on an approved budget in the Program Attachment(s) and acceptable submission of a request for reimbursement; or
- b) unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service, as stated in the Program Attachment(s) and acceptable submission of all required documentation, forms and/or reports.

Section 4.02 Billing Submission. Contractors shall bill the Department in accordance with the Program Attachment(s) in the form and format prescribed by DSHS. Unless otherwise specified in the Program Attachment(s) or permitted under the Third Party Payors section of this Article, Contractor shall submit requests for reimbursement or payment monthly within thirty (30) calendar days following the end of the month covered by the bill.

Section 4.03 Final Billing Submission. Unless otherwise provided by the Department, Contractor shall submit a reimbursement or payment request as a final close-out bill not later than sixty (60) calendar days following the end of the term of the Program Attachment for goods received and services rendered during the term. If necessary to meet this deadline, Contractor may submit reimbursement or payment requests by facsimile transmission. Reimbursement or payment requests received in DSHS's offices more than sixty (60) calendar days following the end of the applicable term will not be paid. Consideration of requests for an exception will be made on a case-by-case basis, subject to the availability of funding, and only for an extenuating circumstance, such as a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations or causes damage or destruction of a place of business and/or records. A written statement describing the extenuating circumstance and the last request for reimbursement must be submitted for review and approval to the DSHS Accounting Section.

Section 4.04 Working Capital Advance. If allowed under this Contract, a single one-time working capital advance per term of the Program Attachment may be granted at the Department's discretion. Contractor must submit documentation to the contract manager assigned to the Program Attachment to justify the need for a working capital advance. Contractor shall liquidate the working capital advance as directed by the Department. The requirements for the documentation justifying the need for an advance and the directions for liquidating the advance are found in the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>.

Section 4.05 Financial Status Reports (FSRs). Except as otherwise provided in these General Provisions or in the terms of the Program Attachment(s), for contracts with categorical budgets, Contractor shall submit quarterly FSRs to Accounts Payable by the thirtieth calendar day of the month following the end of each quarter of the Program Attachment term for Department review and

financial assessment. Contractor shall submit the final FSR no later than sixty (60) days following the end of the applicable term.

Section 4.06 Third Party Payors. A third party payor is any person or entity who has the legal responsibility for paying for all or part of the services provided. Third party payors include, but are not limited to, commercial health or liability insurance carriers, Medicaid, or other federal, state, local, and private funding sources. Except as provided in this Contract, Contractor shall screen all clients and shall not bill the Department for services eligible for reimbursement from third party payors. Contractor shall (a) enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs, and bill those programs for the covered services; (b) provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs; (c) allow clients who are otherwise eligible for Department services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the Department for the deductible; (d) not bill the Department for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted, in which case the thirty (30)-day requirement in the Billing Submission section will be extended until all such appeals have been exhausted; (e) maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement; (f) bill all third party payors for services provided under this Contract before submitting any request for reimbursement to Department; and (g) provide third party billing functions at no cost to the client.

ARTICLE V TERMS AND CONDITIONS OF PAYMENT

Section 5.01 Prompt Payment. Upon receipt of a timely, undisputed invoice pursuant to this Contract, Department will pay Contractor. Payments and reimbursements are contingent upon a signed Contract and will not exceed the total amount of authorized funds under this Contract. Contractor is entitled to payment or reimbursement only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to this Contract. If those conditions are met, Department will make payment in accordance with the Texas prompt payment law (Tex. Gov. Code Chapter 2251). Contractor shall comply with Tex. Gov. Code Chapter 2251 regarding its prompt payment obligations to subcontractors. Payment of invoices by the Department will not constitute acceptance or approval of Contractor's performance, and all invoices and Contractor's performance are subject to audit or review by the Department.

Section 5.02 Withholding Payments. Department may withhold all or part of any payments to Contractor to offset reimbursement for any ineligible expenditures, disallowed costs, or overpayments that Contractor has not refunded to Department, or if financial status report(s) required by the Department are not submitted by the date(s) due. Department may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations.

Section 5.03 Condition Precedent to Requesting Payment. Contractor shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from Department.

Section 5.04 Acceptance as Payment in Full. Except as permitted in the Fees for Personal Health Services section of the Services Article of these General Provisions or under 25 Tex. Admin. Code § 444.413, Contractor shall accept reimbursement or payment from DSHS as payment in full for services or goods provided to clients or participants, and Contractor shall not seek additional reimbursement or payment for services or goods from clients or participants or charge a fee or make a profit with respect to the Contract. A fee or profit is considered to be an amount in excess of actual allowable costs that are incurred in conducting an assistance program.

ARTICLE VI ALLOWABLE COSTS AND AUDIT REQUIREMENTS

Section 6.01 Allowable Costs. For services satisfactorily performed, and sufficiently documented, pursuant to this Contract, DSHS will reimburse Contractor for allowable costs. Contractor must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. DSHS will determine whether costs submitted by Contractor are allowable and eligible for reimbursement. If DSHS has paid funds to Contractor for unallowable or ineligible costs, DSHS will notify Contractor in writing, and Contractor shall return the funds to DSHS within thirty (30) calendar days of the date of this written notice. DSHS may withhold all or part of any payments to Contractor to offset reimbursement for any unallowable or ineligible expenditures that Contractor has not refunded to DSHS, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). DSHS may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor’s repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	OMB Circular A-87 (2 CFR, Part 225)	OMB Circular A-133 and UGMS	UGMS, OMB Circular A-102, and applicable Federal awarding agency common rule
Educational Institutions	OMB Circular A-21 (2 CFR, Part 220); and UGMS, as applicable	OMB Circular A-133	OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule; and UGMS, as applicable
Non-Profit Organizations	OMB Circular A-122 (2 CFR, Part 230)	OMB Circular A-133 and UGMS	UGMS; OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule
For-profit Organization other	48 CFR Part 31, Contract Cost	OMB Circular A-133 and UGMS	UGMS and applicable Federal awarding

<p>than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.</p>	<p>Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency</p>		<p>agency common rule</p>
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A chart of applicable Federal awarding agency common rules is located through a weblink on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Section 6.02 Independent Single or Program-Specific Audit. If Contractor within Contractor’s fiscal year expends a total amount of at least \$500,000 in federal funds awarded, Contractor shall have a single audit or program-specific audit in accordance with the Office of Management and Budget (OMB) Circ. No. A-133, the Single Audit Act of 1984, P L 98-502, 98 Stat. 2327, and the Single Audit Act Amendments of 1996, P L 104-156, 110 Stat. 1396. The \$500,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Contractor within Contractor’s fiscal year expends a total amount of at least \$500,000 in state funds awarded, Contractor must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Contractors whose expenditures meet or exceed the federal and/or state expenditure thresholds stated above shall follow the guidelines in OMB Circular A-133 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Contractor to complete the Single Audit Determination Registration Form. If Contractor fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by OIG to do so, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS. Contractor, unless Contractor is a state governmental entity, shall competitively re-procure independent single audit services at least every five (5) years. Incumbent audit firms may participate in the re-procurement process; however, Contractor shall not procure services of the same audit firm for more than ten (10) consecutive years and shall require that the audit firm limit the amount of time the lead or coordinating audit partner (having primary responsibility for the audit) conducts the independent audit to a maximum of five (5) years within a ten-year period. Contractor may request, in writing to the DSHS Contract Oversight and Support Section, an exception from lead partner rotation for years six (6) through ten (10) of a ten-year period if the audit firm has only one lead partner. If the request is approved, Contractor shall require the audit firm to provide certification annually for years six through ten that the audit firm has no more than one partner and shall require the audit firm to contract with an independent audit firm to perform a second partner review of the

single or program-specific audit work performed for Contractor. Procurement of audit services must comply with the procurement standards of 45 CFR Part 74 or 92, as applicable, including obtaining competition and making positive efforts to use small, minority-owned, and women-owned business enterprises.

Section 6.03 Submission of Audit. Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Contractor shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

If Contractor fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Contractor of an audit report, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

ARTICLE VII CONFIDENTIALITY

Section 7.01 Maintenance of Confidentiality. Contractor must maintain the privacy and confidentiality of information and records received during or related to the performance of this Contract, including patient and client records that contain protected health information (PHI), and any other information that discloses confidential personal information or identifies any client served by DSHS, in accordance with applicable federal and state laws, rules and regulations, including but not limited to 7 CFR Part 246; 42 CFR Part 2; 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]); Tex. Health & Safety Code Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611, and 773; and Tex. Occ. Code Chapters 56 and 159 and all applicable rules and regulations.

Section 7.02 Department Access to PHI and Other Confidential Information. Contractor shall cooperate with Department to allow Department to request, collect and receive PHI and other confidential information under this Contract, without the consent of the individual to whom the PHI relates, for funding, payment and administration of the grant program, and for purposes permitted under applicable state and federal confidentiality and privacy laws.

Section 7.03 Exchange of Client-Identifying Information. Except as prohibited by other law, Contractor and DSHS shall exchange PHI without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Tex. Health & Safety Code § 533.009 and Rule Chapter 414, Subchapter A or

other applicable laws or rules. Contractor shall disclose information described in Tex. Health & Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Tex. Health & Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

Section 7.04 Security of Patient or Client Records. Contractor shall maintain patient and client records in compliance with state and federal law relating to security and retention of medical or mental health and substance abuse patient and client records. Department may require Contractor to transfer original or copies of patient and client records to Department, without the consent or authorization of the patient or client, upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if the care and treatment of the individual patient or client is transferred to another entity. Prior to providing services funded under this Contract to a patient or client, Contractor shall attempt to obtain consent from the patient or client to transfer copies of patient or client records to another entity funded by DSHS upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if care or treatment is transferred to another DSHS-funded contractor.

Section 7.05 HIV/AIDS Model Workplace Guidelines. If providing direct client care, services, or programs, Contractor shall implement Department's policies based on the HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome) Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, Policy No. 090.021, and Contractor shall educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Tex. Health & Safety Code § 85.112-114. A link to the Model Workplace Guidelines can be found at <http://www.dshs.state.tx.us/hivstd/policy/policies.shtm>.

ARTICLE VIII RECORDS RETENTION

Section 8.01 Retention. Contractor shall retain records in accordance with applicable state and federal statutes, rules and regulations. At a minimum, Contractor shall retain and preserve all other records, including financial records that are generated or collected by Contractor under the provisions of this Contract, for a period of four (4) years after the termination of this Contract. If services are funded through Medicaid, the federal retention period, if more than four (4) years, will apply. Contractor shall retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved. Legal requirements for Contractor may extend beyond the retention schedules established in this section. Contractor shall retain medical records in accordance with Tex. Admin. Code Title 22, Part 9, § 165.1(b) and (c) or other applicable statutes, rules and regulations governing medical information. Contractor shall include this provision concerning records retention in any subcontract it awards. If Contractor ceases business operations, it shall ensure that records relating to this Contract are securely stored and are accessible by the Department upon Department's request for at least four (4) years from the date Contractor ceases business or from the date this Contract terminates, whichever is sooner. Contractor shall provide the name and address of the party responsible for storage of records to the contract manager assigned to the Program Attachment.

ARTICLE IX ACCESS AND INSPECTION

Section 9.01 Access. In addition to any right of access arising by operation of law, Contractor, and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, OIG, and the State Auditor's Office (SAO), unrestricted access to and the right to examine any site where business is conducted or client services are performed, and all records (including client and patient records, if any, and Contractor's personnel records and governing body personnel records), books, papers or documents related to this Contract; and the right to interview members of Contractor's governing body, staff, volunteers, participants and clients concerning the Contract, Contractor's business and client services. If deemed necessary by the Department or the OIG, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract. The Department and HHSC will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Payments will not foreclose the right of Department and HHSC to recover excessive or illegal payments. Contractor shall make available to the Department information collected, assembled or maintained by Contractor relative to this Contract for the Department to respond to requests that it receives under the Public Information Act. Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

Section 9.02 State Auditor's Office. Contractor shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. Contractor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor shall cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. The SAO's authority to audit funds will apply to Contract funds disbursed by Contractor to its subcontractors, and Contractor shall include this provision concerning the SAO's authority to audit and the requirement to cooperate, in any subcontract Contractor awards.

Section 9.03 Responding to Deficiencies. Any deficiencies identified by DSHS or HHSC upon examination of Contractor's records or during an inspection of Contractor's site(s) will be conveyed in writing to Contractor. Contractor shall submit, by the date prescribed by DSHS, a resolution to the deficiency identified in a site inspection, program review or management or financial audit to the satisfaction of DSHS or, if directed by DSHS, a corrective action plan to resolve the deficiency. A DSHS or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in contract remedies or sanctions under the Breach of Contract and Remedies for Non-Compliance Article of these General Provisions.

ARTICLE X NOTICE REQUIREMENTS

Section 10.01 Child Abuse Reporting Requirement. This section applies to mental health and substance abuse contractors and contractors for the following public health programs: Human Immunodeficiency Virus/Sexually Transmitted Diseases (HIV/STD); Family Planning (Titles V, X and XX); Primary Health Care; Maternal and Child Health; and Women, Infants and Children (WIC)

Nutrition Services. Contractor shall make a good faith effort to comply with child abuse reporting guidelines and requirements in Tex. Fam. Code Chapter 261 relating to investigations of reports of child abuse and neglect. Contractor shall develop, implement and enforce a written policy that includes at a minimum the Department's Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements. Contractor shall use the DSHS Child Abuse Reporting Form as required by the Department located at www.dshs.state.tx.us/childabusereporting. Contractor shall retain reporting documentation on site and make it available for inspection by DSHS.

Section 10.02 Significant Incidents. In addition to notifying the appropriate authorities, Contractor shall report to the contract manager assigned to the Program Attachment significant incidents involving substantial disruption of Contractor's program operation, or affecting or potentially affecting the health, safety or welfare of Department-funded clients or participants within seventy-two (72) hours of discovery.

Section 10.03 Litigation. Contractor shall notify the contract manager assigned to the Program Attachment of litigation related to or affecting this Contract and to which Contractor is a party within seven (7) calendar days of becoming aware of such a proceeding. This includes, but is not limited to an action, suit or proceeding before any court or governmental body, including environmental and civil rights matters, professional liability, and employee litigation. Notification must include the names of the parties, nature of the litigation and remedy sought, including amount of damages, if any.

Section 10.04 Action Against the Contractor. Contractor shall notify the contract manager assigned to the Program Attachment if Contractor has had a contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within three (3) working days of the suspension or termination. Such notification must include the reason for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the contract; and the contract or case reference number. If Contractor, as an organization, has surrendered its license or has had its license suspended or revoked by any local, state or federal department or agency or non-profit entity, it shall disclose this information within three (3) working days of the surrender, suspension or revocation to the contract manager assigned to the Program Attachment by submitting a one-page description that includes the reason(s) for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the license action; and a license or case reference number.

Section 10.05 Insolvency. Contractor shall notify in writing the contract manager assigned to the Program Attachment of Contractor's insolvency, incapacity, or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within three (3) working days of the date of determination that Contractor is insolvent or incapacitated, or the date Contractor discovered an unpaid obligation to the IRS or TWC. Contractor shall notify in writing the contract manager assigned to the Program Attachment of its plan to seek bankruptcy protection within three (3) working days of such action by Contractor's governing body.

Section 10.06 Misuse of Funds and Performance Malfeasance. Contractor shall report to the contract manager assigned to the Program Attachment, any knowledge of debarment, suspected fraud, program abuse, possible illegal expenditures, unlawful activity, or violation of financial laws, rules, policies, and procedures related to performance under this Contract. Contractor shall make

such report no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Additionally, if this Contract is federally funded by the Department of Health and Human Services (HHS), Contractor shall report any credible evidence that a principal, employee, subcontractor or agent of Contractor, or any other person, has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Contractor shall make this report to the HHS Office of Inspector General at <http://www.oig.hhs.gov/fraud/hotline/> no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place.

Section 10.07 Criminal Activity and Disciplinary Action. Contractor affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication, is presently indicted for or has been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime. Contractor shall notify in writing the contract manager assigned to the Program Attachment if it has reason to believe Contractor, or a person with ownership or controlling interest in the organization or who is an agent or managing employee of the organization, an employee or volunteer of Contractor, or a subcontractor providing services under this Contract has engaged in any activity that would constitute a criminal offense equal to or greater than a Class A misdemeanor or if such activity would reasonably constitute grounds for disciplinary action by a state or federal regulatory authority, or 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. Contractor shall make the reports required by this section no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Contractor shall not permit any person who engaged, or was alleged to have engaged, in an activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed by DSHS.

Section 10.08 Retaliation Prohibited. Contractor shall not retaliate against any person who reports a violation of, or cooperates with an investigation regarding, any applicable law, rule, regulation or standard to the Department, another state agency, or any federal, state or local law enforcement official.

Section 10.09 Documentation. Contractor shall maintain appropriate documentation of all notices required under these General Provisions.

ARTICLE XI ASSURANCES AND CERTIFICATIONS

Section 11.01 Certification. Contractor certifies by execution of this Contract to the following:

- a) it is not disqualified under 2 CFR §376.935 or ineligible for participation in federal or state assistance programs;
- b) neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any federal or state department or agency;

- c) it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;
- d) it is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt;
- e) it is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Contractor;
- f) that no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;
- g) neither it, nor its principals have within the three(3)-year period preceding this Contract, has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price-fixing between competitors, allocation of customers between competitors and bid-rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contractor or its principals;
- h) neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in subsection g) of this section; and
- i) neither it, nor its principals within a three(3)-year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Contractor shall include the certifications in this Article, without modification (except as required to make applicable to the subcontractor), in all subcontracts and solicitations for subcontracts. Where Contractor is unable to certify to any of the statements in this Article, Contractor shall submit an explanation to the contract manager assigned to the Program Attachment. If Contractor's status with respect to the items certified in this Article changes during the term of this Contract, Contractor shall immediately notify the contract manager assigned to the Program Attachment.

Section 11.02 Child Support Delinquencies. As required by Tex. Fam. Code § 231.006, a child support obligor who is more than thirty (30) calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. If applicable, Contractor shall maintain its eligibility to receive payments under this Contract, certifies that it is not ineligible to receive the payments specified in this Contract, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 11.03 Authorization. Contractor certifies that it possesses legal authority to contract for the services described in this Contract and that a resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the binding of the organization under this Contract including all understandings and assurances contained in this Contract, and directing and authorizing the person identified as the authorized representative of Contractor to act in connection with this Contract and to provide such additional information as may be required.

Section 11.04 Gifts and Benefits Prohibited. Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, service or anything of monetary value to a DSHS or HHSC official or employee in connection with this Contract.

Section 11.05 Ineligibility to Receive the Contract. (a) Pursuant to Tex. Gov. Code § 2155.004 and federal law, Contractor is ineligible to receive this Contract if this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements, statement(s) of work or Solicitation Document on which this Contract is based. Contractor certifies that neither Contractor, nor its employees, nor anyone acting for Contractor has received compensation from DSHS for participation in the development, drafting or preparation of specifications, requirements or statement(s) of work for this Contract or in the Solicitation Document on which this Contract is based; (b) pursuant to Tex. Gov. Code §§ 2155.006 and 2261.053, Contractor is ineligible to receive this Contract, if Contractor or any person who would have financial participation in this Contract has been convicted of violating federal law, or been assessed a federal civil or administrative penalty, 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; (c) Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract under Tex. Gov. Code §§ 2155.004, 2155.006 or 2261.053, and acknowledges that this Contract may be terminated and payment withheld if these certifications are inaccurate.

Section 11.06 Antitrust. Pursuant to 15 USC § 1, et seq. and Tex. Bus. & Comm. Code § 15.01, et seq. Contractor certifies that neither Contractor, nor anyone acting for Contractor has violated the antitrust laws of this state or federal antitrust laws, nor communicated directly or indirectly regarding a bid with any competitor or any other person engaged in Contractor's line of business for the purpose of substantially lessening competition in such line of business.

Section 11.07 Initiation and Completion of Work. Contractor certifies that it shall initiate and complete the work under this Contract within the applicable time frame prescribed in this Contract.

ARTICLE XII GENERAL BUSINESS OPERATIONS OF CONTRACTOR

Section 12.01 Responsibilities and Restrictions Concerning Governing Body, Officers and Employees. Contractor and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. This provision applies to all organizations, including Section 501(c)(3) organizations as defined in the Internal Revenue Service Code as not-for-

profit organizations. Each member of Contractor's governing body shall be accountable for all funds and materials received from Department. The responsibility of Contractor's governing body shall also include accountability for compliance with Department Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and Department's monitoring processes. Further, Contractor's governing body shall ensure separation of powers, duties, and functions of governing body members and staff. Staff members, including the executive director, shall not serve as voting members of Contractor's governing body. No member of Contractor's governing body, or officer or employee of Contractor shall vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Tex. Gov. Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two (2) years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers and employees of Contractor's subcontractors. Ignorance of any Contract provisions or other requirements contained or referred to in this Contract will not constitute a defense or basis for waiving or appealing such provisions or requirements.

Section 12.02 Management and Control Systems. Contractor shall comply with all the requirements of the Department's Contractor's Financial Procedures Manual, and any of its subsequent amendments, which is available at the Department's web site:

<http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Contractor shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. Contractor shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS and adhere to procedures detailed in Department's Contractor's Financial Procedures Manual. Those requirements and procedures include, at a minimum, the following:

- a) financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
- b) financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Program Attachment of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to the Program Attachment and are traceable from the transaction to the general ledger; and
- c) effective internal and budgetary controls; comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs; timely and appropriate audits and resolution of any findings; billing and collection policies; and a mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

Section 12.03 Insurance. Contractor shall maintain insurance or other means of repairing or replacing assets purchased with Department funds. Contractor shall repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with DSHS funds is lost, stolen, damaged or destroyed, Contractor shall notify the contract manager assigned to the Program Attachment to obtain instructions whether to submit and pursue an insurance claim. Contractor shall use any insurance

proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to DSHS.

Section 12.04 Fidelity Bond. For the benefit of DSHS, Contractor is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to \$100,000 that covers each employee of Contractor handling funds under this Contract, including person(s) authorizing payment of such funds. The fidelity bond or insurance must provide for indemnification of losses occasioned by (1) any fraudulent or dishonest act or acts committed by any of Contractor's employees, either individually or in concert with others, and/or (2) failure of Contractor or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property and include DSHS as a loss payee or equivalent designation. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

Section 12.05 Liability Coverage. For the benefit of DSHS, Contractor shall also maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Contractor's organization or with management or governing authority over Contractor's organization (collectively "responsible persons"). Contractor shall ensure that the policy includes Property of Others coverage with respect to funds and other property of the State related to this Contract, and includes DSHS as a loss payee on the policy. Contractor shall maintain copies of liability policies on site for inspection by DSHS and shall submit copies of policies to DSHS upon request. This section applies to entities that are organized as non-profit corporations under the Texas Non-Profit Corporation Act; for-profit corporations organized under the Texas Business Corporations Act; and any other legal entity. Contractor shall maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of Department in the event an actionable act or omission by a responsible person damages Department's interests. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the insurance.

Section 12.06 Overtime Compensation. Except as provided in this section, Contractor shall not use any of the funds provided by this Contract to pay the premium portion of overtime. Contractor shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours. Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions: 1) with the prior written approval of DSHS; 2) temporarily, in the case of an emergency or an occasional operational bottleneck; 3) when employees are performing indirect functions, such as administration, maintenance, or accounting; 4) in performance of tests, laboratory procedures, or similar operations that are continuous in nature and cannot reasonably be interrupted or otherwise completed; or 5) when lower overall cost to DSHS will result.

Section 12.07 Program Site. Contractor shall provide services only in locations that are in compliance with all applicable local, state and federal zoning, building, health, fire, and safety standards.

Section 12.08 Cost Allocation Plan. Contractor shall submit a Cost Allocation Plan in the format provided in the Department's Contractor's Financial Procedures Manual to the Department's Contract Oversight and Support Section, at Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, or by email to <mailto:coscap@dshs.state.tx.us> no later than the 60th calendar day after the effective date of the Contract, except when a Contractor has a current Cost Allocation Plan on file with the Department. Contractor shall implement and follow the applicable Cost Allocation Plan. If Contractor's plan is the same as in the previous year, by signing this Contract, Contractor certifies that its current Cost Allocation Plan for the current year is the same as that submitted to DSHS for the previous year. If the Cost Allocation Plan changes during the Contract term, Contractor shall submit a new Cost Allocation Plan to the Contract Oversight and Support Section within thirty (30) calendar days after the effective date of the change. Cost Allocation Plans must comply with the guidelines provided in the Department's Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>.

Section 12.09 Employee/Volunteer Background Screening. Contractor shall comply with employee/volunteer background screening standards established by the Department.

Section 12.10 Historically Underutilized Businesses (HUBs). If Contractor was not required to submit a HUB subcontracting plan and if subcontracting is permitted under this Program Attachment, Contractor is encouraged to make a good faith effort to consider subcontracting with HUBs in accordance with Tex. Gov. Code Chapter 2161 and 34 Tex. Admin. Code § 20.14 et seq. Contractors may obtain a list of HUBs at <http://www.window.state.tx.us/procurement/prog/hub>. If Contractor has filed a HUB subcontracting plan, the plan is incorporated by reference in this Contract. If Contractor desires to make a change in the plan, Contractor must obtain prior approval from the Department's HUB Coordinator of the revised plan before proposed changes will be effective under this Contract. Contractor shall make a good faith effort to subcontract with HUBs during the performance of this Contract and shall report HUB subcontract activity to the Department's HUB Coordinator by the 15th day of each month for the prior month's activity, if there was any such activity, in accordance with 34 Tex. Admin. Code § 20.16(c).

Section 12.11 Buy Texas. Contractor shall purchase products and materials produced in Texas when the products and materials are available at a price and time comparable to products and materials produced outside of Texas as required by Tex. Gov. Code § 2155.4441.

Section 12.12 Contracts with Subrecipient and Vendor Subcontractors. Contractor may enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in a specific Program Attachment(s). Prior to entering into a subrecipient agreement equaling or exceeding \$100,000, Contractor shall obtain written approval from DSHS. Contractor shall establish written policies and procedures for procurement and monitoring of subcontracts and shall produce a subcontracting monitoring plan. Contractor shall monitor subrecipient subcontractors for both financial and programmatic performance and shall maintain pertinent records that must be available for inspection by DSHS. Contractor shall ensure that subcontractors are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.

Contracts with all subcontractors, whether vendor or subrecipient, must be in writing and include the following:

- a) name and address of all parties and the subcontractor's Vendor Identification Number (VIN);
- b) a detailed description of the services to be provided;
- c) measurable method and rate of payment and total not-to-exceed amount of the contract;
- d) clearly defined and executable termination clause; and
- e) beginning and ending dates that coincide with the dates of the applicable Program Attachment(s) or that cover a term within the beginning and ending dates of the applicable Program Attachment(s).

Contractor is responsible to DSHS for the performance of any subcontractor. Contractor shall not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs; or if the subcontractor would be ineligible under the following sections of these General Provisions: Ineligibility to Receive the Contract section (Assurances and Certifications Article); or the Conflict of Interest or Transactions Between Related Parties sections (General Terms Article).

Section 12.13 Status of Subcontractors. Contractor shall require all subcontractors to certify that they are not delinquent on any repayment agreements; have not had a required license or certification revoked; and have not had a contract terminated by the Department. Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three (3) years any license issued by the Department.

Section 12.14 Incorporation of Terms in Subrecipient Subcontracts. Contractor shall include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontractor), (1) the certifications stated in the Assurances and Certifications Article; (2) the requirements in the Conflicts of Interest section and the Transaction Between Related Parties section of the General Terms Article; and (3) a provision granting to DSHS, SAO, OIG, and the Comptroller General of the United States, and any of their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the subcontractor in accordance with the Access and Inspection Article in these General Provisions. Each subrecipient subcontract contract must also include a copy of these General Provisions and a copy of the Statement of Work and any other provisions in the Program Attachment(s) applicable to the subcontract. Contractor shall ensure that all written agreements with subrecipient subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor. No provision of this Contract creates privity of contract between DSHS and any subcontractor of Contractor.

Section 12.15 Independent Contractor. Contractor is an independent contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever. For purposes of this Contract, Contractor acknowledges that its employees, subcontractors, joint venture participants or agents will not be eligible for unemployment compensation from the Department or the State of Texas.

Section 12.16 Authority to Bind. The person or persons signing this Contract on behalf of Contractor, or representing themselves as signing this Contract on behalf of Contractor, warrant and

guarantee that they have been duly authorized by Contractor to execute this Contract for Contractor and to validly and legally bind Contractor to all of its terms.

Section 12.17 Tax Liability. Contractor shall comply with all state and federal tax laws and is solely responsible for filing all required state and federal tax forms and making all tax payments. If the Department discovers that Contractor has failed to remain current on a liability to the IRS, this Contract will be subject to remedies and sanctions under this Contract, including immediate termination at the Department's discretion. If the Contract is terminated under this section, the Department will not enter into a contract with Contractor for three (3) years from the date of termination.

Section 12.18 Notice of Organizational Change. Contractor shall submit written notice to the contract manager assigned to the Program Attachment within ten (10) business days of any change to the Contractor's name; contact information; key personnel, officer, director or partner; organizational structure, such as merger, acquisition or change in form of business; legal standing; or authority to do business in Texas. A change in Contractor's name and certain changes in organizational structure require an amendment to this Contract in accordance with the Amendments section of these General Provisions.

Section 12.19 Quality Management. Contractor shall comply with quality management requirements as directed by the Department.

Section 12.20 Equipment (Including Controlled Assets) Purchases. Equipment means an article of nonexpendable, tangible personal property having a useful lifetime of more than one year and an acquisition cost of \$5,000 or more, and "controlled assets." Controlled assets include firearms regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more: desktop and laptop computers, non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Contractors on a cost reimbursement payment method shall inventory all equipment. If the purchase of equipment is approved in writing by the Department, Contractor shall initiate the purchase of that equipment in the first quarter of the Contract or Program Attachment term, as applicable. Failure to timely initiate the purchase of equipment may result in loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter of the Program Attachment must be submitted to the contract manager assigned to the Program Attachment.

Section 12.21 Supplies. Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

Section 12.22 Changes to Equipment List. All items of equipment purchased with funds under this Contract must be itemized in Contractor's equipment list as finally approved by the Department in the executed Contract. Any changes to the approved equipment list in the executed Contract must be approved in writing by Department prior to the purchase of equipment. Contractor shall submit to the contract manager assigned to the Program Attachment, a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment.

If approved, Department will acknowledge its approval by means of a written amendment or by written acceptance of Contractor's Contract Revision Request, as appropriate.

Section 12.23 Property Inventory and Protection of Assets. Contractor shall maintain an inventory of equipment and property described in the Other Intangible Property section of Article XIII and submit an annual cumulative report of the equipment and other property on Form GC-11 (Contractor's Property Inventory Report) to the Department's Contract Oversight and Support Section, Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, no later than October 15th of each year. The report is located on the DSHS website at <http://www.dshs.state.tx.us/contracts/forms.shtm>. Contractor shall maintain, repair, and protect assets under this Contract to assure their full availability and usefulness. If Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, Contractor shall use the proceeds to repair or replace those assets.

Section 12.24 Bankruptcy. In the event of bankruptcy, Contractor shall sever Department property, equipment, and supplies in possession of Contractor from the bankruptcy, and title must revert to Department. If directed by DSHS, Contractor shall return all such property, equipment and supplies to DSHS. Contractor shall ensure that its subcontracts, if any, contain a specific provision requiring that in the event the subcontractor's bankruptcy, the subcontractor must sever Department property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to Department, who may require that the property, equipment and supplies be returned to DSHS.

Section 12.25 Title to Property. At the conclusion of the contractual relationship between the Department and Contractor, for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to Department. Title may be transferred to any other party designated by Department. The Department may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Contractor.

Section 12.26 Property Acquisitions. Department funds must not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

Section 12.27 Disposition of Property. Contractor shall follow the procedures in the American Hospital Association's (AHA's) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the Department funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than \$5,000. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than \$5,000) will be controlled by the requirements of UGMS. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than \$5,000, Contractor shall request disposition approval and instructions in writing from the contract manager assigned to the Program Attachment. After an item reaches the end of its useful life, Contractor shall ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

Section 12.28 Closeout of Equipment. At the end of the term of a Program Attachment that has no additional renewals or that will not be renewed (Closeout) or when a Program Attachment is otherwise terminated, Contractor shall submit to the contract manager assigned to the Program Attachment, an inventory of equipment purchased with Department funds and request disposition instructions for such equipment. All equipment purchased with Department funds must be secured by Contractor at the time of Closeout or termination of the Program Attachment and must be disposed of according to the Department's disposition instructions, which may include return of the equipment to DSHS or transfer of possession to another DSHS contractor, at Contractor's expense.

Section 12.29 Assets as Collateral Prohibited. Contractors on a cost reimbursement payment method shall not encumber equipment purchased with Department funds without prior written approval from the Department.

ARTICLE XIII GENERAL TERMS

Section 13.01 Assignment. Contractor shall not transfer, assign, or sell its interest, in whole or in part, in this Contract, or in any equipment purchased with funds from this Contract, without the prior written consent of the Department.

Section 13.02 Lobbying. Contractor shall comply with Tex. Gov. Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Contractor shall not use funds paid under this Contract, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government, or to pay the salary or expenses of any person related to any activity designed to influence legislation, regulation, policy or appropriations pending before Congress or the state legislature, or for influencing or attempting to influence an officer or employee of any federal or state 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 contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USC § 1352 and UGMS). If at any time this Contract exceeds \$100,000 of federal funds, Contractor shall file with the contract manager assigned to the Program Attachment a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with this Contract, a certification that none of the funds provided by Department have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement. Contractor shall file the declaration, certification, and disclosure at the time of application for this Contract; upon execution of this Contract unless Contractor previously filed a declaration, certification, or disclosure form in connection with the award; and at the end of each calendar quarter in which any event occurs that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Contractor shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the contract manager assigned to the Program Attachment. Contractor shall also comply, as applicable, with the lobbying restrictions and requirements in OMB Circulars A-122 Attachment B paragraph 25; A-87 Attachment B section 27; A-110 section__27 and A-21 paragraphs 17 and 28. Contractor shall include this provision in any subcontracts.

Section 13.03 Conflict of Interest. Contractor represents to the Department that it and its - subcontractors, if any, do not have nor shall Contractor or its subcontractors knowingly acquire or retain, any financial or other interest that would conflict in any manner with the performance of their obligations under this Contract. Potential conflicts of interest include, but are not limited to, an existing or potential business or personal relationship between Contractor (or subcontractor), its principal (or a member of the principal's immediate family), or any affiliate or subcontractor and the Department or HHSC, their commissioners or employees, or any other entity or person involved in any way in any project that is the subject of this Contract. Contractor shall establish safeguards to prohibit employees and subcontractors and their employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. If, at any time during the term of this Contract, Contractor or any of its subcontractors has a conflict of interest or potential conflict of interest, Contractor shall disclose the actual or potential conflict of interest to the contract manager assigned to the Program Attachment within ten (10) days of when Contractor becomes aware of the existence of the actual or potential conflict of interest. Contractor shall require each of its subcontractors to report to Contractor any conflict of interest or potential conflict of interest the subcontractor has or may have within ten (10) days of when the subcontractor becomes aware of the actual or potential conflict of interest.

Section 13.04 Transactions Between Related Parties. Contractor shall identify and report to DSHS any transactions between Contractor and a related party that is part of the work that the Department is purchasing under this Contract before entering into the transaction or immediately upon discovery. Contractor shall submit to the contract manager assigned to the Program Attachment the name, address and telephone number of the related party, how the party is related to Contractor and the work the related party will perform under this Contract. A related party is a person or entity related to Contractor by blood or marriage, common ownership or any association that permits either to significantly influence or direct the actions or policies of the other. Contractor, for purposes of reporting transactions between related parties, includes the entity contracting with the Department under this Contract as well as the chief executive officer, chief financial officer and program director of Contractor. Contractor shall comply with Tex. Gov. Code Chapter 573. Contractor shall maintain records and supply any additional information requested by the Department, regarding a transaction between related parties, needed to enable the Department to determine the appropriateness of the transaction pursuant to applicable state or federal law, regulations or circulars, which may include 45 CFR part 74, OMB Circ. No. A-110, 2 CFR § 215.42, and UGMS.

Section 13.05 Intellectual Property. Tex. Health & Safety Code § 12.020 authorizes DSHS to protect intellectual property developed as a result of this Contract.

- a) "Intellectual property" means created property that may be protected under copyright, patent, or trademark/service mark law.
- b) For purposes of this Contract intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is "work made for hire." DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS. DSHS has the right to obtain and hold in its name any and all patents, copyrights, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor shall give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance

required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.

- c) If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any intellectual property developed under this Contract, including any subcontract; and (2) any rights of copyright to which a Contractor purchases ownership with contract funds. Contractor shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment must be to the effect that “This publication was made possible by grant number _____ from (federal awarding agency)” or “The project described was supported by grant number _____ from (federal awarding agency)” and “Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency).”
- d) If the terms of a federal grant award the copyright to Contractor, DSHS reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DSHS, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a Contractor purchases ownership with contract funds.
- e) If the results of the contract performance are subject to copyright law, Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the contract manager assigned to the Program Attachment.

Section 13.06 Other Intangible Property. At the conclusion of the contractual relationship between Department and Contractor, for any reason, Department shall have the sole ownership rights and interest in all non-copyrightable intangible property that was developed, produced or obtained by Contractor as a specific requirement under this Contract or under any grant that funds this Contract, such as domain names, URLs, etc. Contractor shall inventory all such non-copyrightable intangible property. Contractor shall cooperate with Department and perform all actions necessary to transfer ownership of such property to the Department or its designee, or otherwise affirm Department’s ownership rights and interest in such property. This provision will survive the termination or expiration of this Contract.

Section 13.07 Severability and Ambiguity. If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. The Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

Section 13.08 Legal Notice. Any notice required or permitted to be given by the provisions of this Contract will be deemed to have been received by a Party on the third business day after the date on

which it was mailed to the Party at the address specified by the Party to the other Party in writing or, if sent by certified mail, on the date of receipt.

Section 13.09 Successors. This Contract will be binding upon the Parties and their successors and assignees, except as expressly provided in this Contract.

Section 13.10 Headings. The articles and section headings used in this Contract are for convenience of reference only and will not be construed in any way to define, limit or describe the scope or intent of any provisions.

Section 13.11 Parties. The Parties represent to each other that they are entities fully familiar with transactions of the kind reflected by the contract documents, and are capable of understanding the terminology and meaning of their terms and conditions and of obtaining independent legal advice pertaining to this Contract.

Section 13.12 Survivability of Terms. Termination or expiration of this Contract or a Program Attachment for any reason will not release either Party from any liabilities or obligations in this Contract that (a) the Parties have expressly agreed will survive any such termination or expiration, or (b) remain to be performed or (c) by their nature would be intended to be applicable following any such termination or expiration.

Section 13.13 Direct Operation. At the Department's discretion, the Department may temporarily assume operations of a Contractor's program or programs funded under this Contract when the continued operation of the program by Contractor puts at risk the health or safety of clients and/or participants served by Contractor.

Section 13.14 Customer Service Information. If requested, Contractor shall supply such information as required by the Department to comply with the provisions of Tex. Gov. Code Chapter 2114 regarding Customer Service surveys.

Section 13.15 Amendment. The Parties agree that the Department may unilaterally reduce funds pursuant to the terms of this Contract without the written agreement of Contractor. All other amendments to this Contract must be in writing and agreed to by both Parties, except as otherwise specified in the Contractor's Notification of Change to Certain Contract Provisions section or the Contractor's Request for Revision to Certain Contract Provisions section of this Article. Contractor's request for certain budget revisions or other amendments must be submitted in writing, including a justification for the request, to the contract manager assigned to the Program Attachment; and if a budget revision or amendment is requested during the last quarter of the Contract or Program Attachment term, as applicable, Contractor's written justification must include a reason for the delay in making the request. Revision or other amendment requests may be granted at the discretion of DSHS. Except as otherwise provided in this Article, Contractor shall not perform or produce, and DSHS will not pay for the performance or production of, different or additional goods, services, work or products except pursuant to an amendment of this Contract that is executed in compliance with this section; and DSHS will not waive any term, covenant, or condition of this Contract unless by amendment or otherwise in compliance with this Article.

Section 13.16 Contractor's Notification of Change to Certain Contract Provisions. The following changes may be made to this Contract without a written amendment or the Department's prior approval:

- a) contractor's contact person and contact information;
- b) contact information for key personnel, as stated in Contractor's response to the Solicitation Document, if any;
- c) cumulative budget line item transfers that exceed 10% among direct cost categories, other than the equipment category, of cost reimbursement contract Program Attachments of less than \$100,000, provided that the total budget amount is unchanged;
- d) minor corrections or clarifications to the Contract language that in no way alter the scope of work, objectives or performance measures;
- e) a change in Contractor's share of the budget concerning non-DSHS funding other than program income and match, regardless of the amount of the change, provided that in changing the budget, Contractor is not supplanting DSHS funds; and
- f) a change to remove community sites, independent school districts or schools, in substance abuse Program Attachments in accordance with an Implementation Plan that must be submitted along with the notification of the change to the contract manager assigned to the Program Attachment.

Contractor within ten (10) calendar days shall notify in writing the contract manager assigned to the Program Attachment of any change enumerated in this section. The notification may be by letter, fax or email. Cumulative budget line item transfers of 10% or less among direct cost categories, other than equipment, of cost reimbursement contracts of any amount do not require written amendment or prior approval or notification.

Section 13.17 Contractor's Request for Revision of Certain Contract Provisions. A Contractor's Revision Request is an alternative method for amending certain specified provisions of this Contract that is initiated by Contractor, but must be approved by DSHS. The following amendments to this Contract may be made through a Contractor's Revision Request, rather than through the amendment process described in the Amendment section of this Article:

- a) cumulative budget line item transfers among direct cost categories, other than the equipment category, that exceed 10% of Program Attachments of \$100,000 or more, provided that the total budget amount is unchanged;
- b) line item transfer to other categories of funds for direct payment to trainees for training allowances;
- c) change in clinic hours or location;
- d) change in the equipment list substituting an item of equipment equivalent to an item of equipment on the approved budget;
- e) changes in the equipment category of a previously approved equipment budget (other than acquisition of additional equipment, which requires an amendment to this Contract); and
- f) changes specified in applicable OMB Circular cost principles as requiring prior approval, regardless of dollar threshold (e.g., foreign travel expenses, overtime premiums, membership fees); and
- g) changes to add community sites, independent school districts or schools, in substance abuse Program Attachments.

In order to request a revision of any of the enumerated provisions, Contractor shall obtain a Contract Revision Request form from the DSHS website available at

<http://www.dshs.state.tx.us/grants/forms.shtm>, and complete the form as directed by the Department. Two copies of the completed form must be signed by Contractor's representative who is authorized to sign contracts on behalf of Contractor, and both original, signed forms must be submitted to the contract manager assigned to the Program Attachment. Any approved revision will not be effective unless signed by the DSHS Director of the Client Services Contracting Unit. A separate Contractor Revision Request is required for each Program Attachment to be revised. Circumstances of a requested contract revision may indicate the need for an amendment described in the Amendment section of this Article rather than a contract revision amendment under this section.

Section 13.18 Immunity Not Waived. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

Section 13.19 Hold Harmless and Indemnification. Contractor, as an independent contractor, agrees to hold Department, the State of Texas, individual state employees and officers, and the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments; and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of Contractor, its employees, subcontractors, joint venture participants or agents under this Contract.

Section 13.20 Waiver. Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under this Contract.

Section 13.21 Electronic and Information Resources Accessibility and Security Standards. As required by 1 Tex. Admin. Code Chapter 213, as a state agency, DSHS must procure products that comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Tex. Admin. Code Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. If performance under this Contract includes the development, modification or maintenance of a website or other electronic and information resources for DSHS or for the public on behalf of DSHS, Contractor shall provide the Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>. Contractor certifies that any network hardware or software purchased or provided under this Contract has undergone independent certification testing for known and relevant vulnerabilities, in accordance with rules adopted by DIR.

Section 13.22 **Force Majeure.** Neither Party will be liable for any failure or delay in performing all or some of its obligations, as applicable, under this Contract if such failure or delay is due to any cause beyond the reasonable control of such Party, including, but not limited to, extraordinarily severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order, or acts of God. The existence of any such cause of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the cause of the delay or failure has been removed and, if applicable, for any reasonable period of time thereafter required to resume performance. A Party, within a period of time reasonable under the circumstances, must inform the other by any reasonable method (phone, email, etc.) and, as soon as practicable, must submit written notice with proof of receipt, of the existence of a force majeure event or otherwise waive the right as a defense to non-performance.

Section 13.23 **Interim Contracts.** The Parties agree that the Contract and/or any of its Program Attachments will automatically continue as an "Interim Contract" beyond the expiration date of the term of the Contract or Program Attachment(s), as applicable, under the following circumstances: (1) on or shortly prior to the expiration date of the Contract or Program Attachment, there is a state of disaster declared by the Governor that affects the ability or resources of the DSHS contract or program staff managing the Contract to complete in a timely manner the extension, renewal, or other standard contract process for the Contract or Program Attachment; and (2) DSHS makes the determination in its sole discretion that an Interim Contract is appropriate under the circumstances. DSHS will notify Contractor promptly in writing if such a determination is made. The notice will specify whether DSHS is extending the Contract or Program Attachment for additional time for Contractor to perform or complete the previously contracted goods and services (with no new or additional funding) or is purchasing additional goods and services as described in the Program Attachment for the term of the Interim Contract, or both. The notice will include billing instructions and detailed information on how DSHS will fund the goods or services to be procured during the Interim Contract term. The Interim Contract will terminate thirty (30) days after the disaster declaration is terminated unless the Parties agree to a shorter period of time.

ARTICLE XIV BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE

Section 14.01 **Actions Constituting Breach of Contract.** Actions or inactions that constitute breach of contract include, but are not limited to, the following:

- a) failure to properly provide the services and/or goods purchased under this Contract;
- b) failure to comply with any provision of this Contract, including failure to comply with all applicable statutes, rules or regulations;
- c) failure to pay refunds or penalties owed to the Department;
- d) failure to comply with a repayment agreement with the Department or agreed order issued by the Department;
- e) failure by Contractor to provide a full accounting of funds expended under this Contract;
- f) discovery of a material misrepresentation in any aspect of Contractor's application or response to the Solicitation Document;
- g) any misrepresentation in the assurances and certifications in Contractor's application or response to the Solicitation Document or in this Contract; or
- h) Contractor is on or is added to the Excluded Parties List System (EPLS).

Section 14.02 General Remedies and Sanctions. The Department will monitor Contractor for both programmatic and financial compliance. The remedies and sanctions in this section are available to the Department against Contractor and any entity that subcontracts with Contractor for provision of services or goods. HHSC OIG may investigate, audit and impose or recommend imposition of remedies or sanctions to Department for any breach of this Contract and may monitor Contractor for financial compliance. The Department may impose one or more remedies or sanctions for each item of noncompliance and will determine remedies or sanctions on a case-by-case basis. Contractor is responsible for complying with all of the terms of this Contract. The listing of or use of one or more of the remedies or sanctions in this section does not relieve Contractor of any obligations under this Contract. A state or federal statute, rule or regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both. If Contractor breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the Department may take one or more of the following actions:

- a) terminate this Contract or a Program Attachment of this Contract as it relates to a specific program type. In the case of termination, the Department will inform Contractor of the termination no less than thirty (30) calendar days before the effective date of the termination in a notice of termination, except for circumstances that require immediate termination as described in the Emergency Action section of this Article. The notice of termination will state the effective date of the termination, the reasons for the termination, and, if applicable, alert Contractor of the opportunity to request a hearing on the termination pursuant to Tex. Gov. Code Chapter 2105 regarding administration of Block Grants. Contractor shall not make any claim for payment or reimbursement for services provided from the effective date of termination;
- b) suspend all or part of this Contract. Suspension is, depending on the context, either (1) the temporary withdrawal of Contractor's authority to obligate funds pending corrective action by Contractor or its subcontractor(s) or pending a decision to terminate or amend this Contract, or (2) an action taken by the Department to immediately exclude a person from participating in contract transactions for a period of time, pending completion of an investigation and such legal or debarment proceedings as may ensue. Contractor shall not bill DSHS for services performed during suspension, and Contractor's costs resulting from obligations incurred by Contractor during a suspension are not allowable unless expressly authorized by the notice of suspension;
- c) deny additional or future contracts with Contractor;
- d) reduce the funding amount for failure to 1) provide goods and services as described in this Contract or consistent with Contract performance expectations, 2) achieve or maintain the proposed level of service, 3) expend funds appropriately and at a rate that will make full use of the award, or 4) achieve local match, if required;
- e) disallow costs and credit for matching funds, if any, for all or part of the activities or action not in compliance;
- f) temporarily withhold cash payments. Temporarily withholding cash payments means the temporary withholding of a working capital advance, if applicable, or reimbursements or payments to Contractor for proper charges or obligations incurred, pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;

- g) permanently withhold cash payments. Permanent withholding of cash payment means that Department retains funds billed by Contractor for (1) unallowable, undocumented, disputed, inaccurate, improper, or erroneous billings; (2) material failure to comply with Contract provisions; or (3) indebtedness to the United States or to the State of Texas;
- h) declare this Contract void upon the Department's determination that this Contract was obtained fraudulently or upon the Department's determination that this Contract was illegal or invalid from this Contract's inception and demand repayment of any funds paid under this Contract;
- i) request that Contractor be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, and barred from participating in future contracting opportunities with the State of Texas;
- j) delay execution of a new contract or contract renewal with Contractor while other imposed or proposed sanctions are pending resolution;
- k) place Contractor on probation. Probation means that Contractor will be placed on accelerated monitoring for a period not to exceed six (6) months at which time items of noncompliance must be resolved or substantial improvement shown by Contractor. Accelerated monitoring means more frequent or more extensive monitoring will be performed by Department than would routinely be conducted;
- l) require Contractor to obtain technical or managerial assistance;
- m) establish additional prior approvals for expenditure of funds by Contractor;
- n) require additional or more detailed, financial and/or programmatic reports to be submitted by Contractor;
- o) demand repayment from Contractor when it is verified that Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices, or failure to comply with Contract terms;
- p) pursue a claim for damages as a result of breach of contract;
- q) require Contractor to prohibit any employee or volunteer of Contractor from performing under this Contract or having direct contact with DSHS-funded clients or participants, or require removal of any employee, volunteer, officer or governing body member, if the employee, volunteer, officer or member of the governing body has been indicted or convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by DSHS;
- r) withhold any payments to Contractor to satisfy any recoupment, liquidated damages, match insufficiency, or any penalty (if the penalty is permitted by statute) imposed by DSHS, and take repayment from funds available under this Contract in amounts necessary to fulfill Contractor's payment or repayment obligations;
- s) reduce the Contract term;
- t) recoup improper payments when it is verified that Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices or failure to comply with Contract terms;
- u) assess liquidated damages;
- v) demand repayment of an amount equal to the amount of any match Contractor failed to provide, as determined by DSHS;
- w) impose other remedies, sanctions or penalties permitted by statute.

Section 14.03 Notice of Remedies or Sanctions. Department will formally notify Contractor in writing when a remedy or sanction is imposed (with the exception of accelerated monitoring, which

may be unannounced), stating the nature of the remedies and sanction(s), the reasons for imposing them, the corrective actions, if any, that must be taken before the actions will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies and sanctions imposed. Other than in the case of repayment or recoupment, Contractor is required to file, within fifteen (15) calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice. If requested by the Department, the written response must state how Contractor shall correct the noncompliance (corrective action plan) or demonstrate in writing that the findings on which the remedies or sanction(s) are based are either invalid or do not warrant the remedies or sanction(s). If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department's decision is final. Department will provide written notice to Contractor of Department's decision. If required by the Department, Contractor shall submit a corrective action plan for DSHS approval and take corrective action as stated in the approved corrective action plan. If DSHS determines that repayment is warranted, DSHS will issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS will recoup the amount due to DSHS from funds otherwise due to Contractor under this Contract.

Section 14.04 Emergency Action. In an emergency, Department may immediately terminate or suspend all or part of this Contract, temporarily or permanently withhold cash payments, deny future contract awards, or delay contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An "emergency" is defined as the following:

- a) Contractor is noncompliant and the noncompliance has a direct adverse effect on the public or client health, welfare or safety. The direct adverse effect may be programmatic or financial and may include failing to provide services, providing inadequate services, providing unnecessary services, or using resources so that the public or clients do not receive the benefits contemplated by the scope of work or performance measures; or
- b) Contractor is expending funds inappropriately.

Whether Contractor's conduct or noncompliance is an emergency will be determined by Department on a case-by-case basis and will be based upon the nature of the noncompliance or conduct.

ARTICLE XV CLAIMS AGAINST THE DEPARTMENT

Section 15.01 Breach of Contract Claim. The process for a breach of contract claim against the Department provided for in Tex. Gov. Code Chapter 2260 and implemented in Department Rules §§ 1.431-1.447 will be used by DSHS and Contractor to attempt to resolve any breach of contract claim against DSHS.

Section 15.02 Notice. Contractor's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business must be submitted to the negotiation process provided in Tex. Gov. Code Chapter 2260, subchapter B. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to DSHS's Office of General Counsel. The notice must specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice must also be given to all other representatives of DSHS and Contractor. Subchapter B is a condition precedent to the filing of a contested case proceeding under Tex. Gov. Code Chapter 2260, subchapter C.

Section 15.03 Sole Remedy. The contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by DSHS if the Parties are unable to resolve their disputes under this Article.

Section 15.04 Condition Precedent to Suit. Compliance with the contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is a condition precedent to seeking consent to sue from the Legislature under Tex. Civ. Prac. & Rem. Code Chapter 107. Neither the execution of this Contract by DSHS nor any other conduct of any representative of DSHS relating to this Contract will be considered a waiver of sovereign immunity to suit.

Section 15.05 Performance Not Suspended. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in whole or in part.

ARTICLE XVI TERMINATION

Section 16.01 Expiration of Contract or Program Attachment(s). Except as provided in the Survivability of Terms section of the General Terms Article, Contractor's service obligations stated in each Program Attachment will end upon the expiration date of that Program Attachment unless extended or renewed by written amendment. Prior to completion of the term of all Program Attachments, all or a part of this Contract may be terminated with or without cause under this Article.

Section 16.02 Effect of Termination. Termination is the permanent withdrawal of Contractor's authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by Contractor of the authority to obligate previously awarded funds. Contractor's costs resulting from obligations incurred by Contractor after termination of an award are not allowable unless expressly authorized by the notice of termination. Upon termination of this Contract or Program Attachment, as applicable, Contractor shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract or Program Attachment, as applicable, to DSHS or another entity designated by DSHS. Upon termination of all or part of this Contract, Department and Contractor will be discharged from any further obligation created under the applicable terms of this Contract or the Program Attachment, as applicable, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and for Contractor's duty to cooperate with DSHS, and except as provided in the Survivability of Terms section of the General Terms Article. Termination does not, however, constitute a waiver of any remedies for breach of this Contract. In addition, Contractor's obligations to retain records and maintain confidentiality of information will survive this Contract.

Section 16.03 Acts Not Constituting Termination. Termination does not include the Department's (1) withdrawal of funds awarded on the basis of Contractor's underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance at the expiration of the term of a program attachment; (3) refusal to extend a program attachment or award additional funds to make a competing or noncompeting continuation, renewal, extension, or supplemental award; (4) non-renewal of a contract or program attachment at Department's sole discretion; or (5) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.

Section 16.04 Termination Without Cause.

- a) Either Party may terminate this Contract or a Program Attachment, as applicable, with at least thirty (30) calendar days prior written notice to the other Party, except that if Contractor seeks to terminate a Contract or Program Attachment that involves residential client services, Contractor shall give the Department at least ninety (90) calendar days prior written notice and shall submit a transition plan to ensure client services are not disrupted.
- b) The Parties may terminate this Contract or a Program Attachment by mutual agreement.
- c) Either Party may terminate this Contract or a Program Attachment with at least thirty (30) calendar days prior written notice to the other Party if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendments to the Appropriations Act, health and human services consolidations, or any disruption of current appropriated funding for this Contract or Program Attachment.
- d) Department may terminate this Contract or a Program Attachment immediately when, in the sole determination of Department, termination is in the best interest of the State of Texas.

Section 16.05 Termination For Cause. Either Party may terminate for material breach of this Contract with at least thirty (30) calendar days written notice to the other Party. Department may terminate this Contract, in whole or in part, for breach of contract or for any other conduct that jeopardizes the Contract objectives, by giving at least thirty (30) calendar days written notice to Contractor. Such conduct may include one or more of the following:

- a) Contractor has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
- b) Contractor fails to communicate with Department or fails to allow its employees or those of its subcontractor to communicate with Department as necessary for the performance or oversight of this Contract;
- c) Contractor breaches a standard of confidentiality with respect to the services provided under this Contract;
- d) Department determines that Contractor is without sufficient personnel or resources to perform under this Contract or that Contractor is otherwise unable or unwilling to fulfill any of its requirements under this Contract or exercise adequate control over expenditures or assets;
- e) Department determines that Contractor, its agent or another representative offered or gave a gratuity (e.g., entertainment or gift) to an official or employee of DSHS or HHSC for the purpose of obtaining a contract or favorable treatment;
- f) Department determines that this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements or statement(s) of work or Solicitation Document on which this Contract is based in violation of Tex. Gov. Code § 2155.004; or Department determines that Contractor was ineligible to receive this Contract under Tex. Gov. Code §§ 2155.006 or 2261.053 related to certain disaster response contracts;
- g) Contractor appears to be financially unstable. Indicators of financial instability may include one or more of the following:
 - 1) Contractor fails to make payments;
 - 2) Contractor makes an assignment for the benefit of its creditors;
 - 3) Contractor admits in writing its inability to pay its debts generally as they become due;

- 4) if judgment for the payment of money in excess of \$50,000 (that is not covered by insurance) is rendered by any court or governmental body against Contractor, and Contractor does not (a) discharge the judgment, or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within thirty (30) calendar days from the date of entry of the judgment, or (d) if the execution is stayed, within the thirty (30)-day period or a longer period during which execution of the judgment has been stayed, appeal from the judgment and cause the execution to be stayed during such appeal while providing such reserves for the judgment as may be required under Generally Accepted Accounting Principles;
- 5) a writ or warrant of attachment or any similar process is issued by any court against all or any material portion of the property of Contractor, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) calendar days after its issuance;
- 6) Contractor is adjudicated bankrupt or insolvent;
- 7) Contractor files a case under the Federal Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction then in effect, or consents to the filing of any case or petition against it under any such law;
- 8) any property or portion of the property of Contractor is sequestered by court order and the order remains in effect for more than thirty (30) calendar days after Contractor obtains knowledge of the sequestration;
- 9) a petition is filed against Contractor under any state reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction then in effect, and the petition is not dismissed within thirty (30) calendar days; or
- 10) Contractor consents to the appointment of a receiver, trustee, or liquidator of Contractor or of all or any part of its property;
- h) Contractor's management system does not meet the UGMS management standards; or
- i) Any required license, certification, permit, registration or approval required to conduct Contractor's business or to perform services under this Contract is not obtained or is revoked, is surrendered, expires, is not renewed, is inactivated or is suspended.

Section 16.06 Notice of Termination. Either Party may deliver written notice of intent to terminate by any verifiable method. If either Party gives notice of its intent to terminate all or a part of this Contract, Department and Contractor shall attempt to resolve any issues related to the anticipated termination in good faith during the notice period.

ARTICLE XVII VOID, SUSPENDED, AND TERMINATED CONTRACTS

Section 17.01 Void Contracts. Department may void this Contract upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from its inception.

Section 17.02 Effect of Void, Suspended, or Involuntarily Terminated Contract. A Contractor who has been a party to a contract with DSHS that has been found to be void, or is suspended, or is terminated for cause is not eligible for expansion of current contracts, if any, or new contracts or renewals until, in the case of suspension or termination, the Department has determined that

Contractor has satisfactorily resolved the issues underlying the suspension or termination. Additionally, if this Contract is found to be void, any amount paid is subject to repayment.

Section 17.03 **Appeals Rights.** Pursuant to Tex. Gov. Code § 2105.302, after receiving notice from the Department of termination of a contract with DSHS funded by block grant funds, Contractor may request an administrative hearing under Tex. Gov. Code Chapter 2001.

ARTICLE XVIII CLOSEOUT

Section 18.01 **Cessation of Services At Closeout.** Upon expiration of this Contract or Program Attachment, as applicable, (and any renewals of this Contract or Program Attachment) on its own terms, Contractor shall cease services under this Contract or Program Attachment; and shall cooperate with DSHS to the fullest extent possible upon expiration or prior to expiration, as necessary, to ensure the orderly and safe transfer of responsibilities under this Contract to DSHS or another entity designated by DSHS. Upon receiving notice of Contract or Program Attachment termination or non-renewal, Contractor shall immediately begin to effect an orderly and safe transition of recipients of services to alternative service providers, as needed. Contractor also shall completely cease providing services under this Contract or Program Attachment by the date specified in the termination or non-renewal notice. Contractor shall not bill DSHS for services performed after termination or expiration of this Contract or Program Attachment, or incur any additional expenses once this Contract or Program Attachment is terminated or has expired. Upon termination, expiration (with no renewal) or non-renewal of this Contract or a Program Attachment, Contractor shall immediately initiate Closeout activities described in this Article.

Section 18.02 **Administrative Offset.** The Department has the right to administratively offset amounts owed by Contractor against billings.

Section 18.03 **Deadline for Closeout.** Contractor shall submit all financial, performance, and other Closeout reports required under this Contract within sixty (60) calendar days after the Contract or Program Attachment end date. Unless otherwise provided under the Final Billing Submission section of the Payment Methods and Restrictions Article, the Department is not liable for any claims that are not received within sixty (60) calendar days after the Contract or Program Attachment end date.

Section 18.04 **Payment of Refunds.** Any funds paid to Contractor in excess of the amount to which Contractor is finally determined to be entitled under the terms of this Contract constitute a debt to the Department and will result in a refund due, which Contractor shall pay within the time period established by the Department.

Section 18.05 **Disallowances and Adjustments.** The Closeout of this Contract or Program Attachment does not affect the Department's right to disallow costs and recover funds on the basis of a later audit or other review or Contractor's obligation to return any funds due as a result of later refunds, corrections, or other transactions.

**CITY OF LAREDO HEALTH DEPARTMENT
HIV/PREVF EXHIBIT A
DSHS CONTRACT NO: 2011-037623-001
January 1, 2011-December 31, 2011**

Contractor shall meet the following performance measures. Contractor must attempt to deliver results to all clients that receive an HIV test. Contractor must also attempt to successfully link all HIV positive clients to services.

Protocol Based Counseling

Objective A: At least 75% of clients testing for HIV will receive results.	
Objective B: At least 95% of clients testing positive will receive results counseling.	
Objective C: At least 95% of clients who are HIV positive ¹ (all positives) and received results will be successfully linked ² to HIV Early Intervention.	
Objective D: At least 90% of HIV positive pregnant women will be successfully linked into pre-natal care.	
	Enter Numbers Below
Objective E: The contractor will provide a total (1776) of tests by December 31, 2011.	1,776
Please fill in your Priority Populations	
Objective F: Of the total number of tests outlined in F, the contractor will provide at least the following number of tests to the listed priority populations.	
(Population #1 IDU)	336
(Population #2 HRH)	1,200
(Population #3 MSM)	240

¹ The contract performance measure is: "95% of clients who are HIV positive and received results will be successfully linked to HIV Early Intervention." RECN only captures new positives linked into Early Intervention. Contractors must track and report all positives successfully linked into Early Intervention in the Quarterly Reports.

² Successfully linked means that the client's attendance at the first appointment with the case manager or medical provider has been confirmed. Note: Objectives a-e apply to all testing performed, whether accompanied by protocol-based counseling or not.

CRCS PERFORMANCE MEASURES

CRCS – Performance Measures Table

Please fill in your Priority Populations	Goal
Objective A: A minimum of (525) CRCS sessions will be performed by December 31, 2011.	525
Objective B: A minimum of (65) of clients will enroll in CRCS by December 31, 2011.	65
Objective C: A minimum of (65) of (priority population) clients will enroll in CRCS by December 31, 2011.	
(MSM Hispanic living with HIV/AIDS)	9
(HRH Hispanic living with HIV/AIDS)	20
(IDU Males/Females living with HIV/AIDS)	4
(MSM non-HIV Infected Hispanic)	12
(HRH non-HIV Infected Hispanic)	20

Performance Measures - PROMISE

Community Level Interventions

Agency Name: City of Laredo Health Department
 Intervention Name: Community Promise
 Contract Period: January 1, 2011 thru December 31, 2011
 Date of the document: July 6, 2010

Community PROMISE	
Please fill in your Priority Populations	Goal
Objective A: The organization will outreach to a minimum of (2,500) people to initiate one-on-one conversations and distribute role model stories by December 31, 2011.	2,500
Objective B: The organization will distribute (2,500) role model stories by (December 31, 2011).	
(710) (MSM Hispanic)	710
(1,030) (HRH Hispanic)	1,030
(760) (IDU Hispanic)	760
Objective C: The organization will train a minimum of (12) peer volunteers to initiate one-on-one conversations and distribute role model stories by (December 31, 2011).	
Objective D: The organization will train a minimum of (12) (priority population) peer volunteers to initiate one-on-one conversations and distribute role model stories by (December 31, 2011).	12
(IDU Hispanic)	4
(MSM Hispanic)	4
(HRH Hispanic)	4
Objective E: The organization will implement a minimum of (4) group trainings for peer volunteers by (December 31, 2011).	4

Performance Measures - SNS

Social Networking Strategies

Performance Measures	Goal
Phase 1: Recruiter Enlistment	Cumulative
Objective A: Screen a minimum of (100) potential recruiters by December 31, 2011. a. Hispanic MSM 60 b. Hispanic HRH 40	100
Phase 2: Recruiter Engagement	
Objective B: Orient (33) recruiters by December 31, 2011. At least one recruiter must be HIV positive. a. Hispanic MSM 20 b. Hispanic HRH 13	33
Objective C: Interview a minimum of (30 – 90% of objective B) recruiters by December 31, 2011. At least one recruiter must be HIV positive. a. Hispanic MSM 18 b. Hispanic HRH 12 c.	30
Objective D: Coach a minimum of (27 – 90% of objective C) recruiters by December 31, 2011. At least one recruiter must be HIV positive. a. Hispanic MSM 16 b. Hispanic HRH 11	27
Phase 3: Recruitment of Network Associates	
Objective E: Identify and successfully contact a minimum of (135 – 5 network associates per recruiter) high risk network associates by December 31, 2011. a. Hispanic MSM 80 b. Hispanic HRH 55	135
Phase 4: Counseling, Testing, and Referral	
Objective F: Provide counseling, testing, and referral to (67) high risk network associates by December 31, 2011. a. Hispanic MSM 40 b. Hispanic HRH 27	67

COUNCIL COMMUNICATION

DATE: 1/03/11	SUBJECT: RESOLUTION 2011-R-02 A resolution to call for a recall and cast the City's 879 votes to recall Hector "Tito" Garcia Board Member on the Webb County Appraisal District Board of Directors; Nominate and recast the City's 879 votes for Council's nominee as the City of Laredo's member to the Webb County Appraisal District Board of Directors for the rest of the 2010-2011 Term.	
INITIATED BY: Horacio A. De Leon, Jr. Assistant City Manager		STAFF SOURCE: Elizabeth Martinez, RTA Tax Assessor-Collector
PREVIOUS COUNCIL ACTION: On September 21, 2009, Resolution 2009-R-110 was approved nominating and casting 879 votes for City Council Member Hector "Tito" Garcia, as the City of Laredo's candidate to the Webb County Appraisal District Board of Directors for the 2010-2011 term.		
BACKGROUND: City of Laredo is a taxing unit which participates in the Webb County Appraisal District. The Webb County Appraisal District is governed by five directors selected by the taxing units who participate in the Webb County Appraisal District.		
FINANCIAL IMPACT: There will be no financial impact to the City.		
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: Approve resolution to recall the City's 879 votes of Hector "Tito" Garcia and nominate and recast the City's votes for Council's nominee as the City's member to the Webb County Appraisal District Board of Directors for the rest of the 2010-2011 Term.

RESOLUTION NO. 2011-R-02

A RESOLUTION TO CALL FOR A RECALL AND CAST THE CITY'S 879 VOTES TO RECALL HECTOR "TITO" GARCIA BOARD MEMBER ON THE WEBB COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS; NOMINATE AND RECAST THE CITY'S 879 VOTES FOR COUNCIL'S NOMINEE AS THE CITY OF LAREDO'S MEMBER TO THE WEBB COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS FOR REST OF THE 2010-2011 TERM.

WHEREAS, City of Laredo is a taxing unit which participates in the Webb County Appraisal District; and

WHEREAS, the Webb County Appraisal District is governed by five directors selected by the taxing units which participates in the Webb County Appraisal District; and

WHEREAS, On September 21, 2009 the City Council nominated and casted 879 votes for Hector "Tito" Garcia as their nominee to the Webb County Appraisal District Board of Directors; and

WHEREAS, the City Council wishes to take official action per Section 6.03 and 6.033 of the Property Tax Code to call for a recall and cast the City's 879 votes in favor of the recall of Hector "Tito" Garcia Board Member on the Webb County Appraisal District Board of Directors and nominate and recast the City's 879 votes for council's nominee as the City of Laredo's member to the Webb County Appraisal District Board of Directors for the rest of the 2010-2011 Term.

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

1. The City of Laredo calls for a recall and casts their 879 votes in favor of the recall of Hector "Tito" Garcia Board Member on the Webb County Appraisal District Board of Directors.
2. The City of Laredo nominates City Council Member _____ as the City of Laredo's nominee to serve on the Webb County Appraisal District Board of Directors for the rest of the 2010-2011 Term.
3. The City of Laredo casts its 879 votes for City's nominee _____ to serve on the Webb County Appraisal District Board of Directors for the rest of the 2010-2011 Term.
4. A copy of this resolution shall be filed with Martin Villarreal, Chief Appraiser, Webb County Appraisal District in accordance with Section 6.03 and Section 6.033 of the Property Tax Code.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
THE _____ DAY OF JANUARY, 2011.

Raul G. Salinas, Mayor

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APROVED AS TO FORM:
CITY ATTORNEY

BY: _____
NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 01/03/11	Subject: MOTIONS Consideration to award contract FY11-008 to lowest responsible bidder, Nick Benavides, Laredo, TX, in the total amount of \$66,076.00 for providing mowing and maintenance of the Zacate Creek area. The term of the contract is for a period of twelve months with an option to extend this contract for two additional twelve-month periods. The contract includes the collection of trash, debris, rubbish, and other floatable material along the creek from Meadow and Canal Street to the mouth of the River. Funding is available in the Environmental Services Department.
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INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Riazul Mia, Environmental Service Director Francisco Meza, Purchasing Agent
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PREVIOUS COUNCIL ACTION: None.

BACKGROUND: The City received seven (7) bids for the Zacate creek maintenance contract. It is recommended that a contract be awarded to the lowest responsible bidder, Nick Benavides, for monthly mowing and maintenance of the Zacate Creek. This includes the collection of trash, debris, rubbish, and other floatable material along the creek from Meadow and Canal Street to the mouth of the River.

The City did receive a lower bid from J.R. Landscaping. This vendor is not being recommended based on their+ performance on an Environmental Services Department lot cleaning contract.

Zacate Creek Yr Maintenance Includes: Collection of trash, debris, liter and Branches form the Creek Area as specified in the bid document.	Option: Extra Cost Cycle Collection of trash, debris, liter and Branches form the Creek Area as specified 2.2 and Extra Cutting from water street to the mouth of the river
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J.R Landscaping Enterprises	\$ 63,600.00	\$ 1,600.00
Nick Benavides	\$ 66,076.00	\$ 4,000.00
Pulsar Construction	\$ 75,480.00	\$ 4,000.00
La Yerba Buena	\$ 90,000.00	\$ 0.00
CG Construction	\$ 99,600.00	\$ 2,000.00
Hollywood Garden	\$140,040.00	\$ 4,560.00
Zertuche Construction	\$171,360.00	\$ 1,456.00

A complete bid tabulation is attached.

FINANCIAL IMPACT: Funding for this service is available in the Environmental Service Department budget. N.P.D.E.S-Environmental Services
 Account Number: 249-3840-543-5537

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.
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COUNCIL COMMUNICATION

DATE: 1/03/2011	SUBJECT: MOTION Authorizing the selection of Meridian Solar, of Austin Texas to provide for the design-build of a 20 Kilowatt photovoltaic solar array rooftop mounted system at the N.E. Hillside Recreation Center and a 20 Kilowatt photovoltaic solar array rooftop mounted system at the LBV Tech Rec Center. This will offset approximately a third to half of the energy consumption for these recreation centers. Funding is available through the Energy Efficiency and Conservation Block Grant (EECBG).
INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Riazul Mia, P.E., Director Environmental Services Department
PREVIOUS COUNCIL ACTION: None	
BACKGROUND: <p>The American Recovery and Reinvestment Act of 2009 appropriated \$3.2 billion for the Energy Efficiency and Conservation Block Grant (EECBG) Program. The Energy Efficiency and Conservation Block Grant program assists local and state governments to develop and implement a comprehensive energy efficiency strategy which emphasizes a bottom-up, community-based approach in helping the nation meet its energy and climate protection goals.</p> <p>The City solicited request for Qualifications (RFQs) from qualified firms for the project, which were received on November 5, 2010. There were eight proposals received (Meridian Solar, Atlantis Solar, South Texas Solar Systems, S&B Infrastructure, AEG, Premier Engineering, EcoTech, and Corbo Electric). Staff reviewed the proposals and recommends Meridian Solar as the best qualified firm.</p> <p>Meridian Solar will be responsible for the design and construction of the two 20 Kilowatt photovoltaic solar array rooftop mounted systems. Total cost of the two projects is approximately \$250,000.00.</p>	
FINANCIAL IMPACT: Funding is available in the EECBG grant 249-3863 -545-92-01	
RECOMMENDATION:	STAFF RECOMMENDATION: Approval of the motion.

COUNCIL COMMUNICATION

<p>DATE:</p> <p>1/03/2011</p>	<p>SUBJECT: MOTION</p> <p>Authorizing the selection of South Texas Solar Systems, of Laredo Texas to provide for the design-build of a 35 to 50 Kilowatt photovoltaic solar array rooftop mounted system, as well as a 2.4 Kilowatt wind generator at the City of Laredo’s Environmental Services Department. This will offset approximately half of the energy consumption for this building. Funding is available through the State Energy Conservation Office (SECO) Grant.</p>
<p>INITIATED BY:</p> <p>Jesus Olivares, Assistant City Manager</p>	<p>STAFF SOURCE:</p> <p>Riazul Mia, P.E., Director Environmental Services Department</p>
<p>PREVIOUS COUNCIL ACTION:</p> <p>None</p>	
<p>BACKGROUND:</p> <p>Under the State Energy Program (SEP), the Comptroller of Public Accounts (Comptroller) State Energy Conservation Office (SECO) is providing grant funding to eligible public entities for qualified renewable energy technologies. On August 6, 2010 SECO notified the City of Laredo of an award of \$175,000.00 from the State Energy Program, with \$50,000.00 in matching funds (\$225,000.00). These funds will enable the Environmental Services Department to construct a small scale photovoltaic (PV) solar panel array system that will help offset energy usage of the building.</p> <p>The City solicited request for Qualifications (RFQs) from qualified firms for the project, which were received on November 5, 2010. There were eight proposals received (Meridian Solar, Atlantis Solar, South Texas Solar Systems, S&B Infrastructure, AEG, Premier Engineering, EcoTech, and Corbo Electric). Staff reviewed the proposals and recommends South Texas Solar Systems as the best qualified firm.</p> <p>South Texas Solar Systems will be responsible for the design and construction of a 35 to 50 Kilowatt photovoltaic solar array rooftop mounted system, as well as a 2.4 Kilowatt wind generator at the City of Laredo’s Environmental Services Department.</p>	
<p>FINANCIAL IMPACT:</p> <p>Funding is available in the SECO grant account # 249-3854-545-9201.</p>	
<p>RECOMMENDATION:</p>	<p>STAFF RECOMMENDATION:</p> <p>Approval of the motion.</p>

PROJECT NAME: South Laredo WWTP
Interim Improvements

BID NO.: _____

CONTRACTOR: R.M. Wright Construction Co.

MANAGING DEPT: Utility Department

PAGE: 1 of 1

DATE: December 6, 2010

CHANGE ORDER NO.: 2-Final

VENDOR NO.: _____

P.O. NO.: _____

BID FORM ITEM NO.	DESCRIPTION OF ITEM	NET CHANGE TO CONTRACT	ADDED/DELETED DAYS
8	Remainder of Allowance for Miscellaneous Work (\$123,000 minus Change Order 1)	-\$63,587.97	
7	Remainder of Permit Allowance	-\$2,169.60	
ADDITIVE	Remainder for silt fencing Allowance	-\$1,075.00	
ALTERNATE	Remainder for seeding Allowance	-\$1,500.00	
ITEMS	Remainder for cement grout Allowance	-\$1,680.00	

SUBTOTAL THIS PAGE	-\$70,012.57	0
SUBTOTAL OTHER PAGES	\$0.00	0
COMBINED TOTAL	-\$70,012.57	0

In consideration of the Change Order agreed to herein as complete equitable adjustments and full and final payment for the Contractor's additional work, the Contractor hereby releases the Owner from any and all liability under this contract for further equitable adjustments, including additional time for performance, attributable to such facts or circumstances giving rise to the proposal for adjustment.

[Signature] 12/9/10
 CONTRACTOR'S REPRESENTATIVE DATE

Project Manager
 TITLE

[Signature] 12/6/10
 CONSULTANT / ENGINEER / ARCHITECT DATE

[Signature] 12/15/10
 INSPECTION SUPERVISOR DATE

[Signature] 12/15/2010
 PROJECT MANAGER DATE

FINANCE DIVISION DATE

UTILITY DEPARTMENT DATE

PURCHASING DEPARTMENT DATE

THIS CHANGE ORDER -2.29% (\$70,012.57)

PREVIOUS CHANGE ORDER(S) FROM ALLOWANCE (#8) 1.94% \$59,412.03

NET CHANGE ORDER(S) TO DATE -0.35% (\$70,012.57)

ORIGINAL CONTRACT PRICE/DAYS \$3,058,105.00 470

PLUS NET CHANGE ORDER(S) & APPROVED EXTRA DAYS (\$70,012.57) 14

FINAL CONTRACT PRICE/DAYS \$2,988,092.43 484

CITY COUNCIL APPROVAL DATE

COUNCIL COMMUNICATION

DATE: 01/03/2011	SUBJECT: MOTIONS Consideration to award contract number FY11-012 for providing red top soil and fill dirt for maintenance and capital improvement projects being constructed by the Parks and Leisure Services and Utilities Departments to the following vendors: 1) Flecha Materials, Inc., in the estimated amount of \$50,000.00; and 2) Reno Sand and Gravel, Laredo, Texas in the estimated amount of \$20,000.00 The term of this contract will be for a twelve month period. Funding is available in the respective departmental budgets.
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INITIATED BY: Jesus Olivares Assistant City Manager	STAFF SOURCE: Tomas Rodriguez, P.E., Utilities Department Director Osbaldo Guzman , Park & Leisure Services Department Director Francisco Meza, Purchasing Agent
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PREVIOUS COUNCIL ACTION: Bid FY010-021 was approved by City Management and awarded to the primary vendor Flecha Material in the estimated amount of \$33,000.00 and secondary vendor Reno Sand and Gravel in the estimated amount of \$7,000.00.

BACKGROUND: The City received two bids for the purchase of approximately 2,000 cubic yards of red top soil and approximately 2,000 cubic yards of fill dirt as needed for on-going maintenance and capital improvement projects. This bid will be awarded by item to a primary and secondary vendor and is based on estimated quantities. The term of this contract is for a twelve month period with an option to extend for an additional twelve month period. As per all supply contracts, the intent of this contract is to secure a fixed cost for this commodity for the contract period.

Material	Vendor	Estimated Qty	Unit Price	Total
Red Top Soil	Flecha Material	2,000 CYD	\$ 23.00	\$46, 000.00
Red Top Soil	Reno Sand and Gravel	2,000 CYD	\$ 32.50	\$ 65,000.00
Fill Dirt	Flecha Material Materials	2,000 CYD	\$ 10.00	\$ 20,000.00
Fill Dirt	Reno Sand and Gravel	2,000 CYD	\$ 18.50	\$ 37,000.00

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 a six month contract with an option to extend for an additional six month period.

Funding is available in the departmental budgets.
 Parks and Recreation Account Number: 101-3115-552-1900
 Utilities Department Account Number: 557-4130-532-3014

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.
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COUNCIL COMMUNICATION

<p>DATE: 1/03/11</p>	<p>SUBJECT: MOTION Awarding a construction contract to the lowest bidder A Plus Plumbing Contractor, Inc. Laredo Texas in the amount of \$949,906.30 for the House to Line Connections for Old Milwaukee, Tanquesitos I, Los Tanquesitos II, San Carlos I, San Carlos II, Los Altos, Ranchitos 359, Laredo Ranchettes and D-5 Acres with a construction time of one hundred and eighty (180) calendar days; and authorizing the city manager to execute all related contract documents contingent upon receipt of insurance and bond documents. Subject to Texas Water Development Board, approved on December 16, 2010 and funding is available in the Colonias Fund.</p>																
<p>INITIATED BY: Jesus Olivares Asst. City Manager</p>	<p>STAFF SOURCE: Tomas M. Rodriguez Jr., P.E. Utilities Director</p>																
<p>PREVIOUS COUNCIL ACTION: None</p>																	
<p>BACKGROUND: The City of Laredo installed the water and sewer main lines including water and sewer services at Old Milwaukee, Tanquesitos I, Los Tanquesitos II, San Carlos I, San Carlos II, Los Altos, Ranchitos 359, Laredo Ranchettes and D-5 Acres. This project includes the installations of the water and sewer from the property line to house connection. Based on a complete bid proposal, the contract to be awarded will be A Plus Plumbing Contractor, Inc. for the total base of \$949,906.30. The construction time is 180 calendar days, Subject to Texas Water Development Board approval. Funding is available in the Acct. #451-8310-535-9301.</p> <table style="width: 100%; margin-top: 20px;"> <thead> <tr> <th style="text-align: left;"><u>Contractor's Name</u></th> <th style="text-align: right;"><u>Base Bid</u></th> <th style="text-align: right;"><u>Alt. 1</u></th> <th style="text-align: right;"><u>Alt. 2</u></th> </tr> </thead> <tbody> <tr> <td>1. A Plus Plumbing Contractor, Inc</td> <td style="text-align: right;">\$949,906.30</td> <td style="text-align: right;">\$10,500.00</td> <td style="text-align: right;">\$11,600.00</td> </tr> <tr> <td>2. Garza Plumbing .Inc.</td> <td style="text-align: right;">\$1,134,150.50</td> <td style="text-align: right;">\$19,500.00</td> <td style="text-align: right;">\$15,600.00</td> </tr> <tr> <td>3. R&G Plumbing and Drain Services, Inc.</td> <td style="text-align: right;">Late</td> <td></td> <td></td> </tr> </tbody> </table> <p style="margin-top: 20px;">Staff recommends award in the amount of \$949,906.30 to A Plus Plumbing Contractor, Inc.</p>		<u>Contractor's Name</u>	<u>Base Bid</u>	<u>Alt. 1</u>	<u>Alt. 2</u>	1. A Plus Plumbing Contractor, Inc	\$949,906.30	\$10,500.00	\$11,600.00	2. Garza Plumbing .Inc.	\$1,134,150.50	\$19,500.00	\$15,600.00	3. R&G Plumbing and Drain Services, Inc.	Late		
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1. A Plus Plumbing Contractor, Inc	\$949,906.30	\$10,500.00	\$11,600.00														
2. Garza Plumbing .Inc.	\$1,134,150.50	\$19,500.00	\$15,600.00														
3. R&G Plumbing and Drain Services, Inc.	Late																
<p>FINANCIAL IMPACT: Funding is available in the Colonias Fund Acct. #451-8310-535-9301</p>																	
<p>COMMITTEE RECOMMENDATION: Both Finance & Operations Committee Recommend approval of this Motion.</p>	<p>STAFF RECOMMENDATION: To approve motion.</p>																

COUNCIL COMMUNICATION

DATE: 01/03/11	SUBJECT: MOTION Consideration for approval of Change Order No. 2, an increase of 107 days, 76 for rain and other delays and 31 for partial suspension of work to the construction contract with Menendez-Donnell & Associates., Houston, Texas, for the Flores Avenue Drainage Improvements and Sanitary Sewer and Waterline Rehabilitation Project. The cost of the partial suspension of the contract of 31 days is \$31,000.00 and will be funded from the Contingency Allowance line item of the contract. The construction contract is \$2,028,900.17.												
INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Tomas M. Rodriguez, Jr. P.E., Utilities Director Riazul I. Mia, Environmental Department Director												
PREVIOUS COUNCIL ACTION: On March 1, 2010, City Council awarded a construction contract to the lowest bidder Menendez-Donnell & Associates, Inc., Houston, Texas, in the amount of \$1,859,511.00 for the Flores Avenue Drainage Improvements, Sanitary Sewer and Waterline Rehabilitation with a construction contract time of one hundred twenty (120) working days. On December 20, 2010, approved Change Order No. 1 in the amount of \$169,389.17.													
BACKGROUND: The combined sewer system is to be eliminated and separate storm and sanitary sewer systems will be constructed to serve the area along Flores Ave. and the storm, sanitary and water utilities along the four blocks on Flores Ave., from Hidalgo St. to Zaragoza St., and extending to the Rio Grande River area in the project area and will be upgraded to current City Standards by the Contractor and approved by the Owner's Representative. Plans and specifications were prepared by Lockwood Andrews & Newman, Inc., Houston, Texas. This Change Order is to increase the contract time by 121 days. <table border="0" style="width: 100%;"> <tr> <td>Original construction contract amount</td> <td align="right">\$1,859,511.00</td> </tr> <tr> <td>Change Order No. 1</td> <td align="right">\$ 169,389.17</td> </tr> <tr> <td>Current construction contract amount</td> <td align="right"><u>\$2,028,900.17</u></td> </tr> <tr> <td>Current construction contract time</td> <td align="right">120 days</td> </tr> <tr> <td>Change Order No. 2</td> <td align="right"><u>107 days</u></td> </tr> <tr> <td>Total Contract Time</td> <td align="right">227 days</td> </tr> </table>		Original construction contract amount	\$1,859,511.00	Change Order No. 1	\$ 169,389.17	Current construction contract amount	<u>\$2,028,900.17</u>	Current construction contract time	120 days	Change Order No. 2	<u>107 days</u>	Total Contract Time	227 days
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Current construction contract time	120 days												
Change Order No. 2	<u>107 days</u>												
Total Contract Time	227 days												
FINANCIAL IMPACT: N/A													
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: Approval of Motion.												

COUNCIL COMMUNICATION

DATE: 1/03/11	SUBJECT: MOTIONS Consideration to award contract FY11-024 for the purchase of original equipment manufacturer (OEM) parts/service for the City's street sweepers and Case equipment to the following bidders: 1) Industrial Disposal Supply, San Antonio, TX in the estimated amount of \$60,000; 2) Nueces Power Equipment, Laredo, TX in the estimated amount of \$40,000 All parts and services will be secured on an as need basis. Funding is available in the Fleet Maintenance budget.
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INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Rogelio Rivera, P.E., Engineering Department Director Jack Dunn, Fleet General Manager Francisco Meza, Purchasing Agent
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PREVIOUS COUNCIL ACTION: None

BACKGROUND: The City received two bids for the purchase of original equipment manufacturer (OEM) parts/service for the City's street sweepers and Case Equipment. The contract award is for a one year period with an option to extend for two additional one year terms. Staff is recommending that these contracts be awarded to these vendors.

	Industrial Disposal Supply	Nueces Power Equipment
Discount Offered	0%	0%
Product I.D.(Mfr.)	Tymco	Case
Type price schedule (dealer, jobber, etc.	Dealer	Retail
Date of price schedule	5/24/10	Current
Price Schedule column on which discount is based (i.e. distributor, net, wholesale)	Distributor	N/A
Labor Rate for services	\$90/Hr	\$90/Hr Shop -\$110/Hr Field
Mileage Rate (if any)	\$90/Hr	No Charge

FINANCIAL IMPACT: Funding for this service is available in the Fleet Maintenance budget. 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.

Account Number: 593-2810-533-2071 – Parts/Batteries
Account Number: 593-2810-533-2078 – Heavy Equipment Parts

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that contracts be approved.
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COUNCIL COMMUNICATION

DATE: 1/03/2011	SUBJECT: MOTIONS Consideration to award contract number FY11-018 for the purchase of safety footwear for city maintenance personnel to the following low bidders: <ol style="list-style-type: none">1. J.C. Twiss El Canonazo, Laredo, Texas in the estimated amount of \$75,000.00;2. Mike's Western Wear, Laredo, Texas in the estimated amount of \$5,000.00;3. Lehigh Outfitters, LLC, Nelsonville, Ohio in the estimated amount of \$3,000. Contract pricing has been secured for various safety footwear approved for use by city maintenance personnel. Each department will have the option to choose the type of boot best suited for the work environment and budget allocation. All safety footwear is purchased on an as need basis. Funding is available in the respective department budgets.	
INITIATED BY: Jesus Olivares, Assistant City Manager		STAFF SOURCE: Francisco Meza, Purchasing Agent
PREVIOUS COUNCIL ACTION: None		
BACKGROUND: Four bids were received for one-year contract for the purchase of approved safety footwear for the city maintenance personnel. Bids were requested on different steel toe safety footwear styles approved by Risk Management Division. Departments will have the option to choose the type of boot best suited for the work environmental based on their budget allocation. The contract award is based on the lowest fixed pricing for the requested footwear for one year period. This contract may be extended for an additional year period upon mutual consent of both parties. A complete bid summary is attached.		
FINANCIAL IMPACT: Funding is available in the respective departmental budgets. Safety footwear is purchased for the Public Works, Parks and Leisure Services, Traffic Safety, Airport Maintenance, Fleet, Health, Laredo Transit Management Inc., Laredo Municipal Housing Corporation, Library, Engineering, Environmental , Risk Management and Utilities departments.		
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: It is recommended that this contract be awarded.

COUNCIL COMMUNICATION

<p>DATE: 1/03/11</p>	<p>SUBJECT: MOTION Consideration to award a software maintenance contract to the sole source provider, HTE Sungard, in the amount of \$284,052.68. This maintenance contract provides customer support and service for the HTE OSSI computer software system utilized by the Police and Fire Departments. The term of the contract is for twelve months ending on December 31, 2011. Funding is available in the Police and Fire Department annual budgets.</p>														
<p>INITIATED BY: Cynthia Collazo, Deputy City Manager</p>		<p>STAFF SOURCE: Carlos R. Maldonado, Chief of Police Steve E. Landin, Fire Chief Francisco Meza, Purchasing Agent</p>													
<p>PREVIOUS COUNCIL ACTION: Motion approved on December 18, 2006 to enter into a lease purchase agreement for the procurement of this digital information management system.</p>															
<p>BACKGROUND: At the beginning of 2007, the Police and Fire Departments began to implement a new computer system that upgraded the digital information management system being utilized. The following areas were enhanced.</p> <p><i>Computer Aided Dispatch</i> <i>Fire Specific CAD Applications</i> <i>Mobile and Field Reporting</i> <i>Fire Mobile Reporting</i> <i>Records Management</i> <i>Police Reporting</i> <i>Internet Applications (for citizens to obtain police reports)</i></p> <p>This contract provides customer support, technical service, and upgrades.</p>															
<p>FINANCIAL IMPACT: Funding is available in the following line item budgets:</p>															
<table border="1"> <thead> <tr> <th><u>Department</u></th> <th><u>Line Item</u></th> <th><u>Account Number</u></th> <th><u>Amount</u></th> </tr> </thead> <tbody> <tr> <td>Police Department</td> <td>Contractual Services – Maintenance</td> <td>101-2366-523-5588</td> <td>\$184,634.34</td> </tr> <tr> <td>Fire Department</td> <td>Contractual Services – Maintenance</td> <td>101-2410-523-5588</td> <td>\$ 99,418.44</td> </tr> </tbody> </table>				<u>Department</u>	<u>Line Item</u>	<u>Account Number</u>	<u>Amount</u>	Police Department	Contractual Services – Maintenance	101-2366-523-5588	\$184,634.34	Fire Department	Contractual Services – Maintenance	101-2410-523-5588	\$ 99,418.44
<u>Department</u>	<u>Line Item</u>	<u>Account Number</u>	<u>Amount</u>												
Police Department	Contractual Services – Maintenance	101-2366-523-5588	\$184,634.34												
Fire Department	Contractual Services – Maintenance	101-2410-523-5588	\$ 99,418.44												
<p>COMMITTEE RECOMMENDATION:</p>		<p>STAFF RECOMMENDATION: It is recommended that this contract be approved.</p>													

COUNCIL COMMUNICATION

DATE: 01/03/2011	SUBJECT: MOTIONS Consideration to award the purchase of two (2) SkyWatch towers to the sole source and manufacturer, ICX Technologies, Alpharetta, Georgia in the total amount of \$181,728.26. Funding is available in the Police Trust Fund. Contingent upon approval of Ordinance 2011-O-002.
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INITIATED BY: Cynthia Collazo, Deputy City Manager	STAFF SOURCE: Carlos Maldonado, Chief of Police
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PREVIOUS COUNCIL ACTION: None.

BACKGROUND:

The SkyWatch tower is a mobile, platform based surveillance tower that elevates up to 25 feet and is commonly deployed by law enforcement agencies for the following applications: crowd control, special events, emergency response, and parking lot surveillance. SkyWatch Towers are equipped with digital video recorders and day/night all weather cameras with monitor, joystick and integration. Authorization is requested to purchase two SkyWatch Towers for the Police Department.

GSA Contract GS-07F-0117U

Description	Qty.	Unit Cost	Total Cost
Digital Video Recorders & Table Combinations SW 1115	2	\$ 3,401.00	\$ 6,802.00
Day/Night Cameras # SWO 1107	2	\$ 10,501.78	\$ 21,003.56
SkyWatch Sentinel # SW 1002	2	\$ 72,806.35	\$ 145,612.70
Shipping and Handling	2	\$ 4,155	\$ 8,310.00
		Grand Total	\$ 181,728.26

FINANCIAL IMPACT: Funds for the purchase of this equipment are available in the following line item budget.

Police Trust Fund – 665-2300-525-9001

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.
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COUNCIL COMMUNICATION

DATE: 01/03/2011	SUBJECT: Motion Motion for authorization to issue a permit to the Street of Laredo Urban Mall Association, for the installation of four (4) banners to promote the Jamboozie event to be installed across the intersections of Springfield Avenue and Village Blvd., 2400 block of San Bernardo Avenue, Calton Rd. and Yearly, and Jacaman Road and Sinatra Parkway. Banners are to be hung from January 05, 2011 to January 30, 2011; and to require that the Streets of Laredo Association will sign a release of liability to the City of Laredo.
INITIATED BY: Carlos Villarreal, City Manager Jesus Olivares, Asst. City Manager	STAFF SOURCE: Erasmus Villarreal, Building Dept. Director Roberto Murillo, P.E., P.T.O.E., Traffic Manager
PREVIOUS COUNCIL ACTION: None.	
BACKGROUND: <p>The Streets of Laredo Urban Mall Association; will be organizing the 13th Annual UETA Jamboozie Festival that will begin at 4:00 p.m., on Saturday, January 29, 2011 and ends at 12:00 a.m., on Sunday, January 30, 2011. According to the Land Development Code, Section V-24.82.5.2, pg. V-23, the City Council has the expressed authority to approve that a banner sign can be placed over a public right-of-way.</p> <p>The display of the street banners will serve as an open invitation to the community at large wherein the public could join us in celebrating.</p> <p>Street of Laredo Urban Mall Association is hereby respectfully requesting approval from the City of Laredo to display four (4) sixty foot (60) long by four (4) foot high street banner that shall be attached to the City of Laredo's Traffic signal poles located at the corner of the following intersections:</p> <ol style="list-style-type: none">1. Jacaman Road at Sinatra Pkwy.2. Springfield Avenue and Village Blvd.3. Calton Rd. and Yearly4. 2400 block of San Bernardo Avenue (Infront of the Civic Center) <p>The banners are constructed of polyester net with sisal rope top and bottom with special reinforced stitching in the corners that add extra strength and durability. Steel snaps hood at the top to carry the banner on the messenger cable. The banners will be displayed from the dates of January 05, 2011 through January 30, 2011. The Street of Laredo Urban Mall Association will request in-house cooperation from the Traffic Safety Department to provide assistance with the installation of the banners at specified locations. A letter stating that the City of Laredo shall not be responsible for any automotive collisions or accidents resulting from the placement of set banners will be provided by applicant. Insurance shall be provided and received to the Building Department prior to the dates of installation.</p>	
FINANCIAL IMPACT: None.	
COMMITTEE RECOMMENDATION: None.	STAFF RECOMMENDATION: Staff recommends approval of this motion.

COUNCIL COMMUNICATION

DATE: 01/03/2011	SUBJECT: Motion Authorizing the Washington Birthday Celebration Association (W.B.C.A.) to place two (2) temporary promotional banners for the annual W.B.C.A. festivities scheduled for January 14, 2011 through February 21, 2011. One banner will be installed on the 2400 block of San Bernardo Avenue from the period of January 31, 2011 to February 21, 2011 and the other banner will be installed at the intersection of McPherson Road and Del Mar Blvd., from the period of January 05, 2011 to February 21, 2011 and to require that the W.B.C.A. sign a release of liability to the City of Laredo.
INITIATED BY: Carlos Villarreal, City Manager Jesus Olivares, Asst. City Manager	STAFF SOURCE: Erasmio Villarreal, Building Development Services Roberto Murillo, P.E., P.T.O.E., Traffic Manager
PREVIOUS COUNCIL ACTION: None.	
BACKGROUND: According to the Land Development Code, Section V-24.82.5.2, pg. V-23, the City Council has the expressed authority to approve that a banner sign can be placed over a public right-of-way. The W.B.C.A. Celebration Association requests the placement of two (2) across the street banners to advertise the W.B.C.A. celebration festivities. The proposed locations where these banners are to be installed are as follows: <ol style="list-style-type: none">1. 2400 block of San Bernardo Avenue (From 01-31-2011 to 02-21-2011)2. McPherson Rd. & Del Mar Blvd. (From 01-05-2011 to 02-21-2011) W.B.C.A. will request in-house cooperation from the Traffic Safety Department to provide assistance with the installation of the banners at the specified locations. Banners will be made to specifications as provided by the Building Department through the subsequent permitting process.	
FINANCIAL IMPACT: None.	
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: Staff recommends approval of this motion.

COUNCIL COMMUNICATION

DATE: 01/03/2011	SUBJECT: MOTION To authorize the City Manager to waive parking permit fees for parking meters, no parking anytime, and loading zone areas for the 13 th annual UETA Jamboozie Festival on Saturday, January 29, 2011. A total of 218 parking meters and 36 loading zones will be utilized at \$5.00 each. The total estimated revenue the City of Laredo is requested to waive is \$1,270.00.
INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Roberto Murillo, P.E., P.T.O.E., Traffic Safety Manager Jesus Olivares, Asst. City Manager
PREVIOUS COUNCIL ACTION: City Council approved motion to waive fees on 01/26/2009 for the 01/26/2010 Jamboozie Festival.	
BACKGROUND: A request to the City of Laredo, Traffic Safety Department-Parking Division, was submitted by the Streets of Laredo Urban Mall to waive parking permit fees for use of parking meters, no parking anytime, and loading zone fees for the 13th annual UETA Jamboozie Festival on Saturday, January 29, 2011 from 4:00 pm to 12 Midnight in downtown Laredo. A total of 218 parking meters and 36 loading zones will be utilized at \$5.00 each for a total estimated revenue loss of \$1,270.00.	
FINANCIAL IMPACT: The estimated revenue to be waived is \$1,270.00.	
COMMITTEE RECOMMENDATION: None.	STAFF RECOMMENDATION: Staff recommends approval of this motion.

COUNCIL COMMUNICATION

DATE: 1-03-2011	SUBJECT: EXECUTIVE SESSION Request for Executive Session pursuant to Texas Government Code Section 551.071(1)(A) consult with City Attorney regarding contemplated litigation Juan Jose Flores d/b/a JJ Flores et al vs. City of Laredo et al; 2009CVQ000528-D2; in the District Court 111 th Judicial District of Webb County, pertaining to 2601 Ash Street; and return to open session for possible action.
INITIATED BY: Carlos Villarreal City Manager	STAFF SOURCE: Raul Casso City Attorney
PREVIOUS COUNCIL ACTION: None.	
BACKGROUND: None.	
FINANCIAL: None.	
RECOMMENDATION: None.	STAFF RECOMMENDATION: None.

COUNCIL COMMUNICATION

DATE: 01/03/11	SUBJECT: MOTION Consideration for approval of the selection of consultant CDM, San Antonio, Texas, in association with Mejia Engineering Company, Laredo, Texas, Hickey Pena Architects, Laredo, Texas, Carrillo & Associates, Inc., Laredo, Texas, and T&M Engineering, Laredo, Texas, for the El Metro New Operation and Maintenance Facility Phase I: Fuel and Wash Building for design, preparation of plans and specifications and authorization to negotiate a professional services contract.	
INITIATED BY: Carlos Villarreal, City Manager		STAFF SOURCE: Feliciano Garcia, El Metro Director
PREVIOUS COUNCIL ACTION: None.		
BACKGROUND: Nine (9) firms responded to the request for qualifications on Friday, October 15, 2010, at 4:00 P.M. as follows: <ol style="list-style-type: none">1. Mactec Engineering and Consulting, Inc., Laredo, Texas, in association with Humphries and Sanchez Architects, PLLC., Laredo, Texas, Mejia& Ruiz Land Surveyors, LLC., Laredo, Texas, Terracon Consultants, Inc., Laredo, Texas, and Public Solutions, Ltd., Grapevine, Texas2. Cavazos & Associates Architects, Laredo, Texas, in association with Synergy Structural Engineering, Laredo, Texas, and Premier Engineering, Laredo, Texas3. Huitt-Zollars, Inc., Fort Worth, Texas, in association with PB Americas, Inc., Houston, Texas, Mejia Engineering Company, Laredo, Texas, and Apex Cost Consultants, Fort Worth, Texas4. The HJA Team, Laredo, Texas5. Architects Plus, Inc., Laredo, Texas, in association with Specialty Consultant Blymer Engineers, Inc., Alameda, CA, Structural Synergy Engineering, Laredo, Texas, Tec Engineers and Consultants, Inc., Laredo, Texas, and RCE Engineering, San Antonio, Texas6. Howland Engineering and Surveying Company, Laredo, Texas, in association with Lorden Engineering, Bryan, Texas, Pate Engineers, Inc., San Antonio, Texas, Metaform Studio Architects, Laredo, Texas, NRG Engineering, Corpus Christi, Texas, and Raba-Kistner Consultants, Inc., San Antonio, Texas7. Slay Engineering Company, Inc., Laredo, Texas, in association with Madeline Anz Slay Architecture, PLLC., Laredo, Texas, Synergy Structural Engineering, Inc., Laredo, Texas, Terracon Consulting, Laredo, Texas, and Trinity MEP Engineering, Weslaco, Texas8. CDM, San Antonio, Texas, in association with Mejia Engineering Company, Laredo, Texas, Hickey Pena Architects, Laredo, Texas, Carrillo & Associates, Inc., Laredo, Texas, and T&M Engineering, Laredo, Texas9. Turner, Ramirez & Associates, Inc., Corpus Christi, Texas, in association with LNV Engineering, Inc., Corpus Christi, Texas, Jaster-Quintanilla & Associates, Inc., Austin, Texas, Bath Engineering, Inc., Corpus Christi, Texas, and Rock Engineering and Testing Laboratory, Inc., Corpus Christi, Texas		
Page 1 of 2		
FINANCIAL IMPACT: N/A.		
COMMITTEE RECOMMENDATION: N/A.		STAFF RECOMMENDATION: Approval of Motion.

Scope of services include, but are not limited to:

Design Services to include Preliminary Design, Design Development, Construction Documents, Bidding Assistance and Construction Administration Phases. Designed plans and specifications to be prepared to Federal, State, & City requirements, and per FTA Regulations. Fuel and Wash Building 5,500 SF enclosed, 7,100 SF covered, 12,600 SF total. Facility contains Vehicle and Chassis Wash Bays with Wash Equipment, Detail Cleaning Bays, two Fuel Bays with room for one Future Fuel Bay, and administrative/support areas. Fueling facility to include CNG, Low Sulphur Diesel, Unleaded Gasoline and compressed air for tire filling. Site improvements (approx. 10 acres) to include concrete driveway and paving to allow bus access from Bartlett Ave. entrance to the fuel and wash building. Utility improvements to include electrical, gas, water, and sewer connections to accommodate Fuel and Wash Buildings.

Screening fence and Landscaping.

The top three firms were as follows:

*CDM, San Antonio, Texas, in association with Mejia Engineering Company, Laredo, Texas, Hickey Pena Architects, Laredo, Texas, Carrillo & Associates, Inc., Laredo, Texas, and T&M Engineering, Laredo, Texas.

*Huitt-Zollars, Inc., Fort Worth, Texas, in association with PB Americas, Inc., Houston, Texas, Mejia Engineering Company, Laredo, Texas, and Apex Cost Consultants, Fort Worth, Texas.

*Mactec Engineering and Consulting, Inc., Laredo, Texas, in association with Humphries and Sanchez Architects, Inc., Laredo, Texas, Mejia & Ruiz Land Surveyors, LLC., Laredo, Texas, Terracon Consultants, Inc., Laredo, Texas, and Public Solutions, Ltd., Grapevine, Texas.

The Staff Committee composed of several City Departments evaluated the submittals and based on the City's standard selection criteria (capability to perform, professional background, quality of projects, local presence, etc.) recommends CDM, San Antonio, Texas, in association with Mejia Engineering Company, Laredo, Texas, Hickey Pena Architects, Laredo, Texas, Carrillo & Associates, Inc., Laredo, Texas, and T&M Engineering, Laredo, Texas, for the project.