

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, OCTOBER 19, 2022 - 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM - CITY HALL  
1801 9th Ave. N.  
Texas City, TX 77590

PLEASE NOTE: Public comments and matters from the floor are generally limited to 3 minutes in length. If you would like to request to speak, please do so in advance of the meeting by filling out a Request To Address Commission form. All in attendance are required to remove hats and/or sunglasses (dark glasses) during meetings and to also silence all cell phones and electronic devices.

- (1) ROLL CALL
- (2) INVOCATION
- (3) PLEDGE OF ALLEGIANCE
- (4) PROCLAMATIONS AND PRESENTATIONS
  - (a) Service Award  
Susan Sensat      Administration      10/01/2007      15 years
  - (b) Captain Dennis Harris promoted to Assistant Fire Chief  
Firefighter Brent Black promoted to Engineer
- (5) PUBLIC HEARING
  - (a) Public Hearing on the redistricting of the City of Texas City's Commissioner Districts.
- (6) PUBLIC COMMENTS
- (7) CONSENT AGENDA
  - (a) Approve City Commission Minutes for October 5, 2022 meeting. (City Secretary)

- (b) Consider and take action on Resolution No. 2022-100, authorizing the purchase of one (1) Type I Medic Unit through the H-GAC Buy Program from Frazer/Sterling McCall in the amount of \$232,122.00 to replace a 1993 International/E-One EMS transport capable Rescue Unit. (Fire Department)
- (c) Consider and take action on Resolution No. 2022-101, approving a five (5) year agreement with Priority Dispatch to provide software and training to the Texas City Dispatch Center. (Fire Department)
- (d) Consider and take action on Resolution No. 2022-102, approving the purchase of a new ancillary vehicle to be assigned to and used at Fire Station N. 4. (Fire Department)
- (e) Consider and take action on Resolution No. 2022-103, approving the purchase of 477 Visa gift cards in the amount of \$50.00 each to be given to the City Employees (full-time and part-time), as an incentive for continued outstanding customer service and performance. (Human Resources)
- (f) Consider and take action on Resolution No. 2022-104, approving the purchase of a Schwarze Model A7 Tornado Regenerative Air Street Sweeper. (Public Works)
- (g) Consider and take action on Resolution No. 2022-105, approving the purchase of four (4) different pieces of equipment from R. B. Everett & Co. (Public Works)
- (h) Consider and take action on Resolution No. 2022-106, approving a five (5) year contract with SirsiDynix for the Integrated Library System with an upgrade of the public-facing catalog. (Library)
- (i) Consider and take action on Resolution No. 2022-108, approving and awarding Commission Grant funds in the amount of \$5,000.00 to assist the Texas City FFA. (Commissioner Felix Herrera)
- (j) Consider and take action on Resolution No. 2022-109, approving and awarding Commission Grant funds in the amount of \$3,000.00 to assist the Texas City Citizens Police Academy Alumni Association (TCCPAAA). (Commissioner Abel Garza, Jr.)
- (k) Consider and take action on Resolution No. 2022-110, approving the purchase of HPE Compute, Storage, and Networking components from CDW-G. (Information Technology)
- (8) REGULAR ITEMS
  - (a) Consider and take action on Resolution No. 2022-107, approving the purchase of thirteen (13) vehicles for the Police Department fleet. (Police Department)
  - (b) Consider and take action on Ordinance No. 2022-26 amending the City's fiscal year 2022-2023 budget to appropriate additional funds for purchase of Police Department vehicles. (Finance)

- (c) Consider and take action on Ordinance No. 2022-27, approval of a request to amend the fiscal year 2022-2023 budget to appropriate part of the Grants Administrator's salary and benefits to the General Fund. (Finance)

(9) COMMISSIONERS' COMMENTS

(10) MAYOR'S COMMENTS

(11) ADJOURNMENT

NOTICE OF ANY SUBJECT APPEARING ON THIS AGENDA REGARDLESS OF HOW THE MATTER IS STATED MAY BE ACTED UPON BY THE CITY COMMISSION.

NOTICE: The City of Texas City will furnish free transportation to handicapped individuals via a 4-door sedan for anyone wishing to attend the City Commission meetings. Call 948-3111, City Secretary's Office before noon on Monday preceding the meeting to make arrangements.

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON OCTOBER 14, 2022, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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RHOMARI LEIGH  
CITY SECRETARY

**CITY COMMISSION REGULAR MTG**

**(4) (a)**

**Meeting Date:** 10/19/2022

October 2022 Service Awards

**Submitted For:** Jennifer Price, Human Resources

**Submitted By:** Susan Sensat, Human Resources

**Department:** Human Resources

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**Information**

**ACTION REQUEST**

Service Award

Susan Sensat          Administration          10/01/2007          15 years

**BACKGROUND (Brief Summary)**

October 2022 Service Awards

**RECOMMENDATION**

Recommend approval of the October 2022 Service Awards

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(4) (b)**

**Meeting Date:** 10/19/2022

Promotions

**Submitted For:** David Zacherl, Fire Department

**Submitted By:** David Zacherl, Fire Department

**Department:** Fire Department

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**Information**

**ACTION REQUEST**

That Captain Dennis Harris is promoted to Assistant Fire Chief.

That Firefighter Brent Black is promoted to Engineer

**BACKGROUND (Brief Summary)**

Captain Dennis Harris has been selected as the new Assistant Fire Chief. Captain Harris will replace Jesse Rubio III who retired on October 3, 2022.

Firefighter Brent Black is No. 1 on the Promotional List for Engineer and will be promoted to replace Curtis Johnson who resigned to accept another position in Tennessee.

**RECOMMENDATION**

The Fire Chief recommends approval.

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**Fiscal Impact**

**Attachments**

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# Texas City Fire Department



*To all who shall see these presents, greetings:*

*Know Ye, that reposing special trust and confidence in the fidelity and abilities*

*of **Dennis Harris** I do*

*appoint this Firefighter the **Assistant Fire Chief** in the*

*Texas City Fire Department*

*To rank as such from the **6th** day of October, 2022*

*This appointee will therefore carefully and diligently discharge the duties of the classification to which appointed by doing and performing all manner of things thereunto pertaining. And I do strictly charge and require all personnel of lesser classification to render obedience to appropriate orders. And this appointee is to observe and follow such orders and directions as may be given from time to time by Superiors acting according to the rules and regulations governing the discipline of the Texas City Fire Department.*

*Given under my hand at Fire Department Administration*

*This 19th day of October in the year of our Lord 2022*

*David B. Zacherl, Fire Chief  
City of Texas City*

# Texas City Fire Department



*To all who shall see these presents, greetings:*

*Know Ye, that reposing special trust and confidence in the fidelity and abilities*

*of Brent Black, I do*

*appoint this Firefighter an Engineer in the*

*Texas City Fire Department*

*To rank as such from the 19<sup>th</sup> day of October, 2022*

*This appointee will therefore carefully and diligently discharge the duties of the classification to which appointed by doing and performing all manner of things thereunto pertaining. And I do strictly charge and require all personnel of lesser classification to render obedience to appropriate orders. And this appointee is to observe and follow such orders and directions as may be given from time to time by Superiors acting according to the rules and regulations governing the discipline of the Texas City Fire Department.*

*Given under my hand at Fire Department Administration*

*This 19<sup>th</sup> day of October in the year of our Lord 2022*

*David B. Zacherl, Fire Chief  
City of Texas City  
Fire Department*

**CITY COMMISSION REGULAR MTG**

**(5) (a)**

**Meeting Date:** 10/19/2022

Public Hearing - Redistricting

**Submitted For:** Jon Branson, Management Services

**Submitted By:** Jon Branson, Management Services

**Department:** Management Services

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**Information**

**ACTION REQUEST**

Conduct Public Hearing on the redistricting of the City of Texas City's Commissioner Districts.

**BACKGROUND (Brief Summary)**

Conduct Public Hearing for proposed redistricting Plan A.

**RECOMMENDATION**

Conduct Public Hearing.

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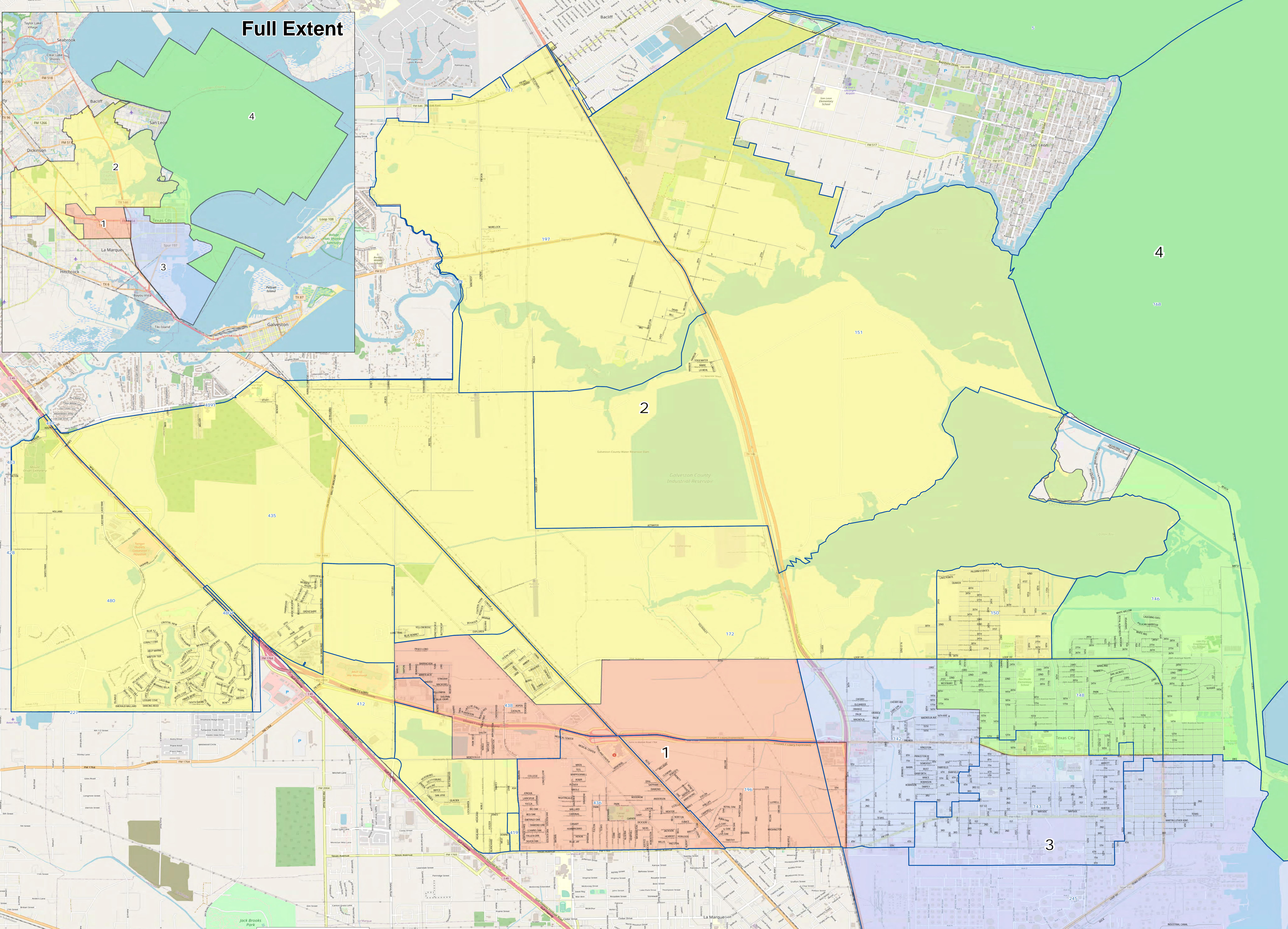
**Fiscal Impact**

**Attachments**

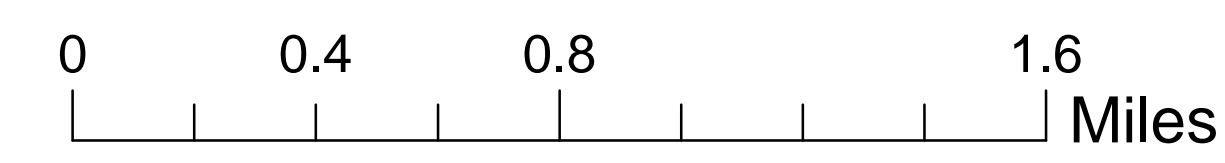
Plan A

Proposed Plan by District

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**Full Extent**



Created: 10/6/2022  
 Updated to include new city limit boundary  
 and block adjustment near Bayshore Drive

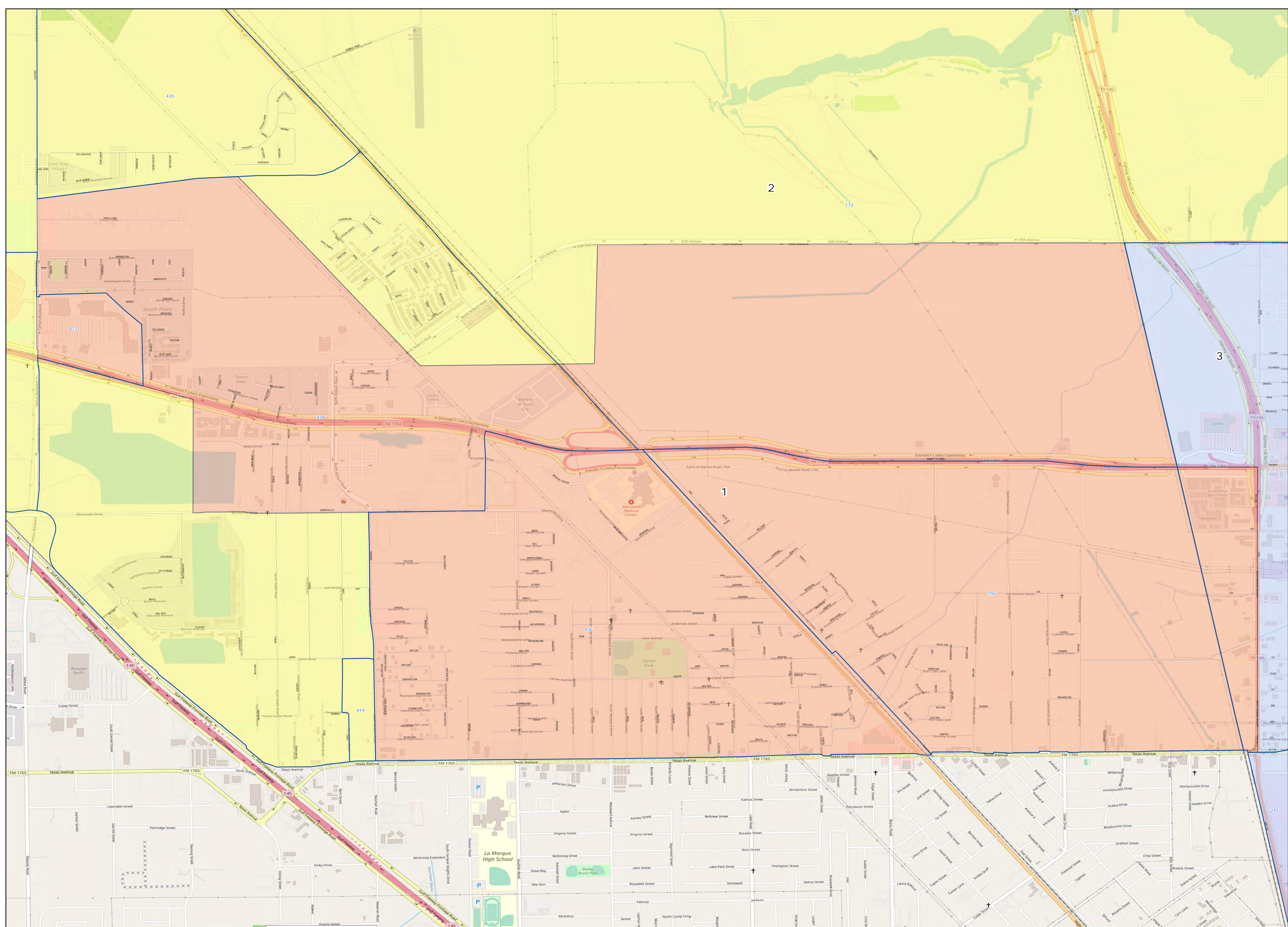
**Legend**

- 2022 Election Precincts
- Commissioner District

# City of Texas City Commissioner Districts - Plan A

© 2022 Bickerstaff Heath Delgado Acosta LLP  
 Data Source: Roads, Water and other  
 features obtained from the 2020  
 Tiger/line files, U.S. Census Bureau  
 Background Image: ESRI Open Street Map










0 0.15 0.3 0.6 Miles

Created: 10/6/2022  
 Updated to include new city limit boundary  
 and block adjustment near Bayshore Drive

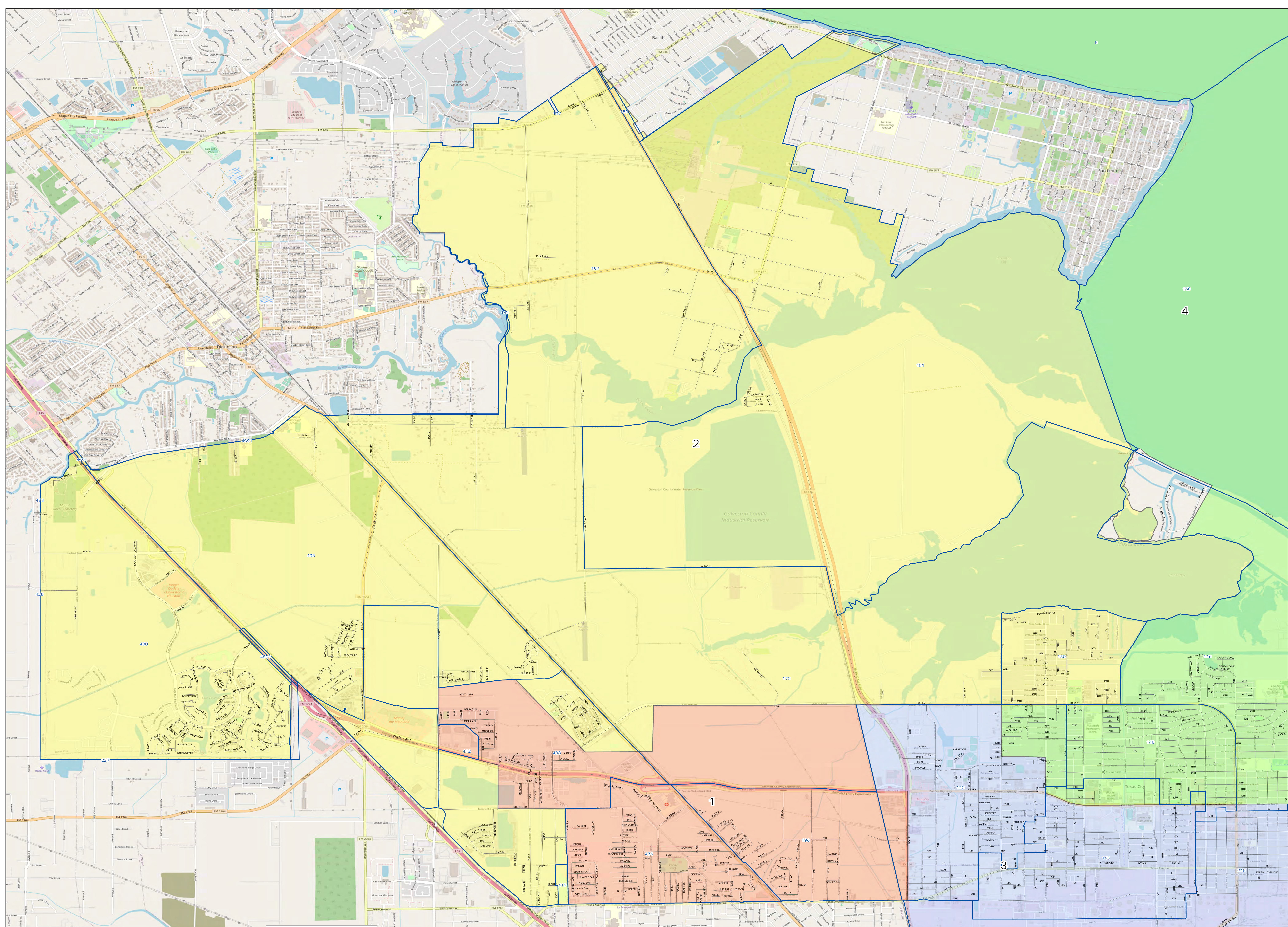
**Legend**

-  2022 Election Precincts
- Commissioner District**
-  District 1
-  District 2
-  District 3
-  District 4

**City of Texas City**  
**Commissioner Districts - Plan A**  
 Commission District 1

© 2022 Bickerstaff Heath Delgado Acosta LLP  
 Data Source: Roads, Water and other  
 features obtained from the 2020  
 Tiger/line files, U.S. Census Bureau  
 Background Image: ESRI Open Street Map





0 0.4 0.8 1.6 Miles

Created: 10/6/2022  
 Updated to include new city limit boundary  
 and block adjustment near Bayshore Drive

**Legend**

- 2022 Election Precincts
- Commissioner District**
- 1
- 2
- 3
- 4

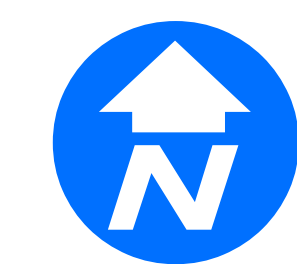
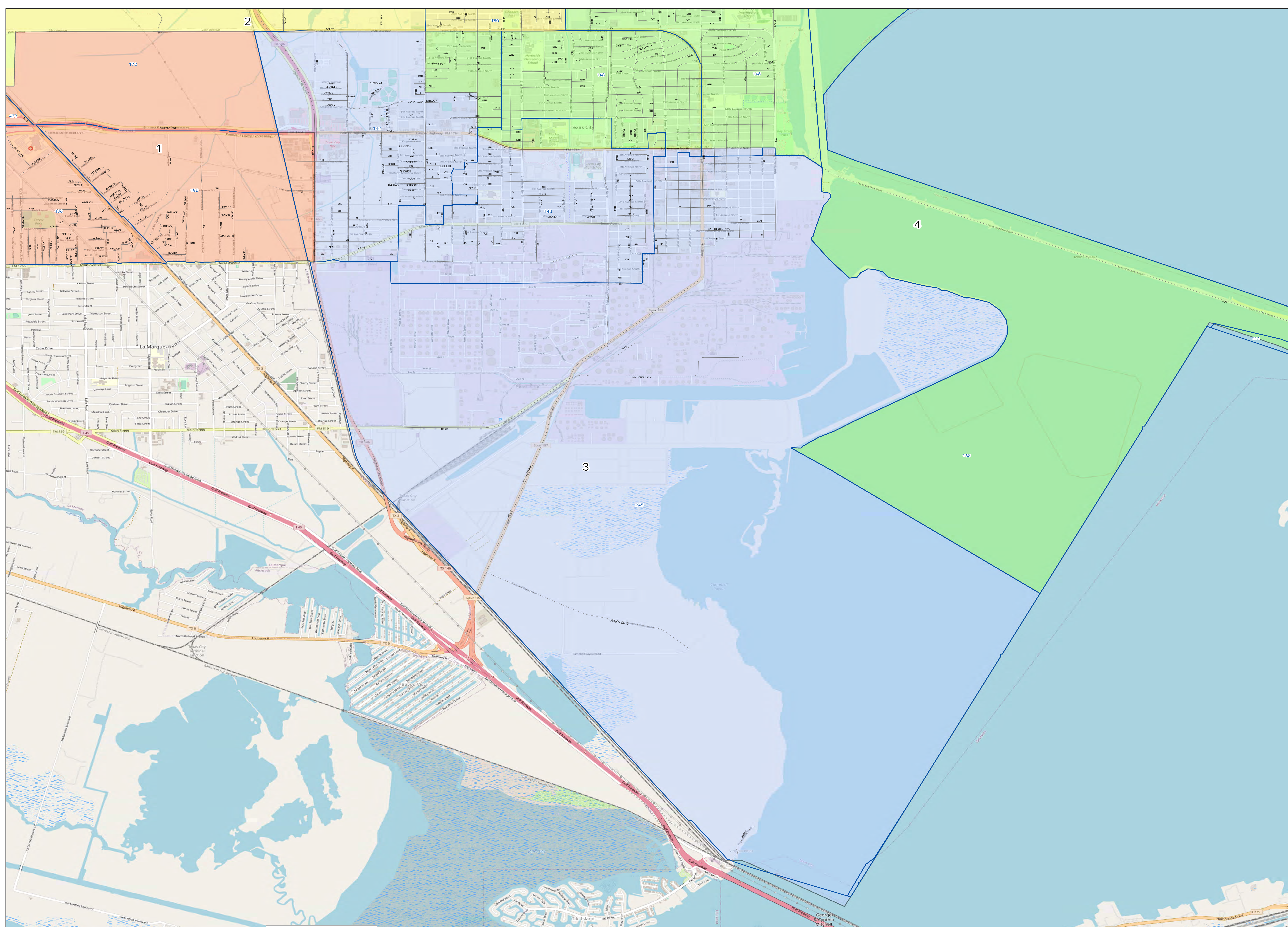
# City of Texas City

## Commissioner Districts - Plan A

### Commission District 2

© 2022 Bickerstaff Heath Delgado Acosta LLP  
 Data Source: Roads, Water and other  
 features obtained from the 2020  
 Tiger/line files, U.S. Census Bureau  
 Background Image: ESRI Open Street Map





0 0.325 0.65 1.3 Miles

Created: 10/6/2022  
 Updated to include new city limit boundary  
 and block adjustment near Bayshore Drive

**Legend**

- 2022 Election Precincts
- Commissioner District**
- 1
- 2
- 3
- 4
- 5

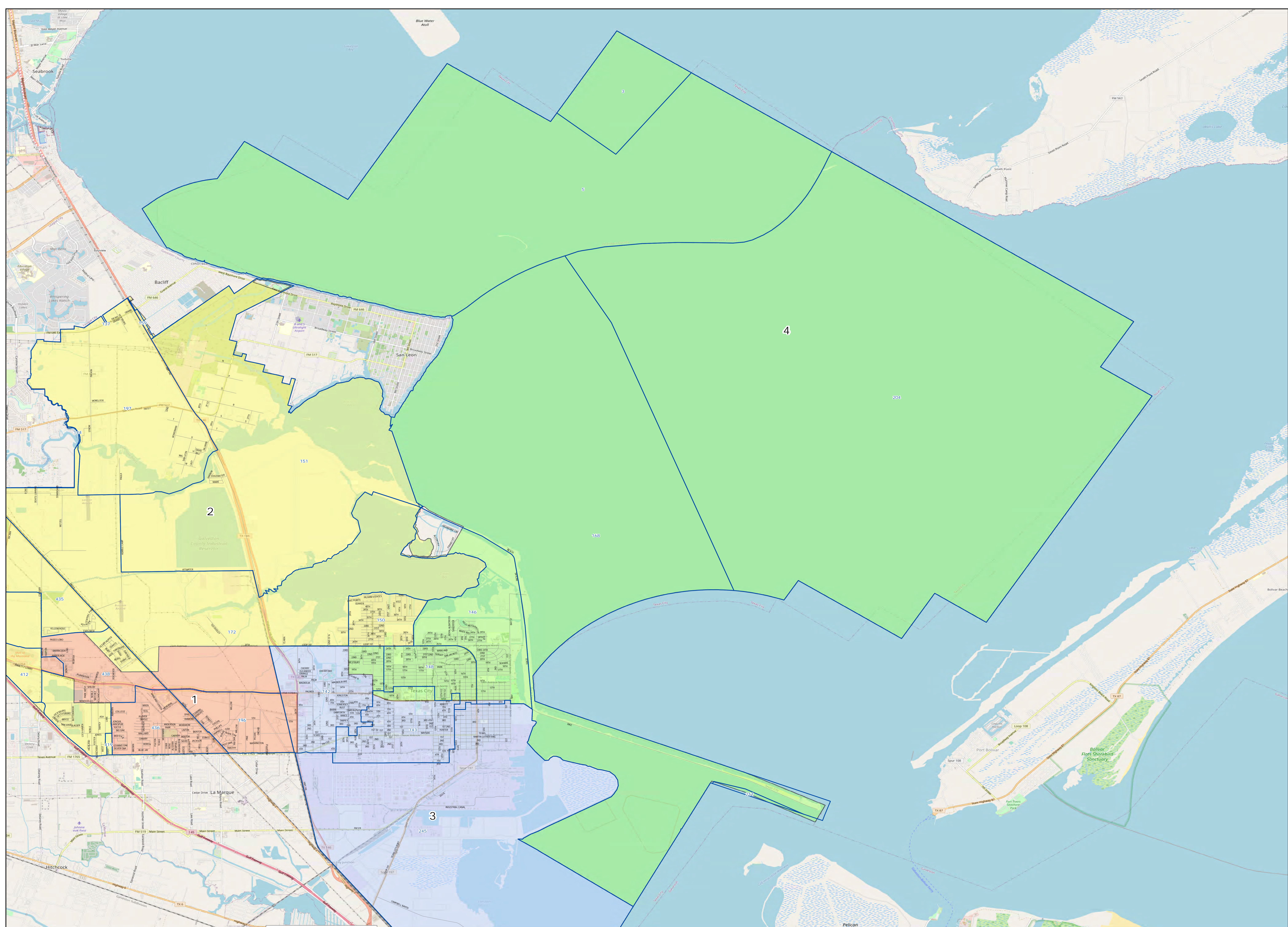
# City of Texas City

## Commissioner Districts - Plan A

### Commission District 3

© 2022 Bickerstaff Heath Delgado Acosta LLP  
 Data Source: Roads, Water and other  
 features obtained from the 2020  
 Tiger/line files, U.S. Census Bureau  
 Background Image: ESRI Open Street Map





0 0.5 1 2 Miles

Created: 10/6/2022  
 Updated to include new city limit boundary  
 and block adjustment near Bayshore Drive

**Legend**

- 2022 Election Precincts
- Commissioner District**
- 1
- 2
- 3
- 4
- 5

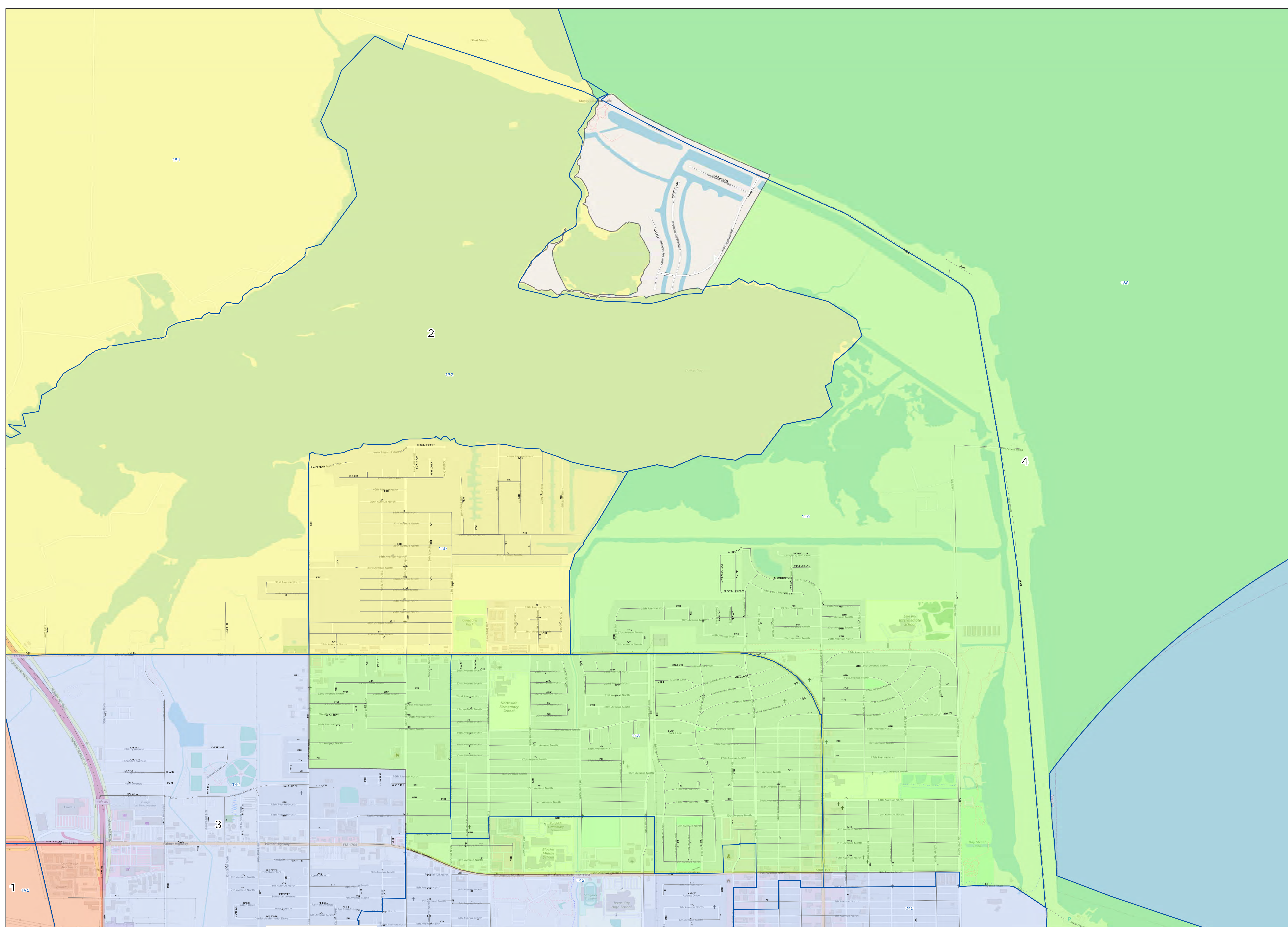
# City of Texas City

## Commissioner Districts - Plan A

### Commission District 4

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 Data Source: Roads, Water and other  
 features obtained from the 2020  
 Tiger/line files, U.S. Census Bureau  
 Background Image: ESRI Open Street Map





**City of Texas City**  
**Commissioner Districts - Plan A**  
 Commission District 4 Inset






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 Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau  
 Background Image: ESRI Open Street Map



0 0.175 0.35 0.7 Miles

Created: 10/6/2022  
 Updated to include new city limit boundary and block adjustment near Bayshore Drive

**Legend**

-  2022 Election Precincts
- Commissioner District**
-  1
-  2
-  3
-  4

**CITY COMMISSION REGULAR MTG**

**(7) (b)**

**Meeting Date:** 10/19/2022

New Medic Unit Purchase

**Submitted For:** David Zacherl, Fire Department

**Submitted By:** David Zacherl, Fire Department

**Department:** Fire Department

**Information**

**ACTION REQUEST**

Authorize the purchase of One (1) Type I Medic Unit through the H.G.A.C. Buy Program from Frazer/Sterling McCall in the amount of \$232,122.00 to replace a 1993 International/E-One EMS transport capable Rescue Unit.

**BACKGROUND (Brief Summary)**

This request is for the replacement of an EMS transport capable, 1993 International/E-One Rescue unit that will be 30 years old at the time of replacement with a new medic unit.

We have discontinued the previous purchasing model of transport capable, rescue units in favor of medic units that better meet the needs of our service delivery and are less costly to purchase and maintain. For example, to replace Rescue 11 with another rescue unit the projected cost would likely exceed \$600K. However, with EMS as >75% of our service delivery the need to maintain an adequate fleet of medic units is extremely important to our EMS program success.

This proposed apparatus is being purchased through the H.G.A.C. Buy Program. All contracts available to members of H.G.A.C. Buy Program have been awarded by virtue of a public competitive procurement process compliant with state statutes.

Funds are available and approved in the FY 22/23 Annual Budget for this purchase.

**RECOMMENDATION**

A quote was obtained on the suspension system repairs alone that exceed \$25K. The unit would require additional expense to correct and repair all deficiencies. Rescue 11 is 30 years old and replacement at this time is recommended in favor of repairs.

**Fiscal Impact**

**Funds Available Y/N:** Yes

**Amount Requested:** 232,122.00

**Source of Funds:** Capital Equipment Replacement Fund

**Account #:** 602 202 55020

**Fiscal Impact:**

Funds for this purchase were approved in the FY22-23 Budget

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## Attachments

Resolution

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# Customer Quote



9/29/2022 3:33:41 PM

Estimate No: Q2889-0001  
 Quote Date: 9/29/2022  
 Expiration Date: 11/30/2022  
 Salesperson: PB  
 Payment Terms: Net 30

Invoice To: 10885  
 Texas City Fire Department  
 City of Texas City  
 1725 25th St. North  
 Texas City TX 77590  
 US

Deliver To:  
 Texas City Fire Department  
 City of Texas City  
 1725 25th St. North  
 Texas City TX 77590  
 US

**Order Instructions:**

Limited Edition discount applied. If any change to spec a reevaluation of the spec is required to verify the discount is still applicable.

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE New Type I 12'	1.00	EA	\$	183,961.00	\$	183,961.00
2	CHASSIS 2023 FORD F350 Diesel	1.00	EA	\$	56,500.00	\$	56,500.00
3	DELIVERY Customer to pickup FOB Frazer	1.00	M	\$	0.00	\$	0.00
4	HGAC-NEW HGAC Fee for a New Unit	1.00	EA	\$	1,000.00	\$	1,000.00
5	14109 Regulator-Oxygen, Preset 50 PSI, 90 deg	1.00	EA	\$	187.00	\$	187.00
6	14389-BLU Bin-Hang/Stack, Large, Blue	6.00	EA	\$	15.00	\$	90.00
7	14390-BLU Bin-Hang/Stack, Small, Blue	48.00	EA	\$	8.00	\$	384.00
8	SpecDoc Configurable item to create the SpecDoc	1.00	EA	\$	0.00	\$	0.00

*Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :*

# Customer Quote



9/29/2022 3:33:41 PM

Estimate No: Q2889-0001  
Quote Date: 9/29/2022  
Expiration Date: 11/30/2022  
Salesperson: PB  
Payment Terms: Net 30

Order Instructions:

No.	Item	Qty	U/M:	Unit Price	Net Amount
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Sale Amount: 242,122.00  
Order Disc( 4.1301%): -10,000.00  
Surcharge: N/A  
Sales Tax: 0.00  
Misc Charges: 0.00  
Total Amount: 232,122.00

*Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :*

**RESOLUTION NO. 2022-100**

**A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) TYPE I MEDIC UNIT THROUGH H-GAC BUY PROGRAM IN THE AMOUNT OF \$232,122.00 TO REPLACE A 1993 INTERNATIONAL/E-ONE EMS TRANSPORT CAPABLE RESCUE UNIT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, this request is for the replacement of an EMS transport capable, 1993 International/E-One Rescue unit that will be 30 years old at the time of replacement with a new medic unit; and

**WHEREAS**, the Texas City Fire Department requests authorization for the purchase of one (1) Type I Medic Unit through the H-GAC Buy Program from Frazer/Sterling McCall in the amount of \$232,122.00 to replace a 1993 International/E-One EMS transport capable Rescue Unit. Funds are available in the FY21/22 budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:**

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby authorizes the purchase of one (1) Type I Medic Unit through H-GAC Buy Program in the amount of \$232,122.00, as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

**SECTION 2:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 19th day of October 2022.**

\_\_\_\_\_  
Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rhomari D. Leigh  
City Secretary

\_\_\_\_\_  
Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

(7) (c)

**Meeting Date:** 10/19/2022

Emergency Medical Dispatch Software

**Submitted For:** David Zacherl, Fire Department

**Submitted By:** David Zacherl, Fire Department

**Department:** Fire Department

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**Information**

**ACTION REQUEST**

Consider and take action on a request to approve a 5-year agreement with Priority Dispatch to provide software and training to the Texas City Dispatch Center. Purchase of this system will enable dispatchers to provide pre-arrival guidance and instructions to citizens experiencing medical emergencies that have no or limited experience in handling medical emergencies while awaiting first responder arrival.

**BACKGROUND (Brief Summary)**

Emergency Medical Dispatch is a system employed by dispatchers to provide guidance and instructions to citizens experiencing medical emergencies that have no or limited experience in handling medical emergencies while awaiting first responder arrival.

Texas City Dispatch has been utilizing Priority Dispatch since around 2007 which uses flip charts that enable dispatchers to ask questions and instruct citizens on intervention procedures in order to provide pre-arrival medical care to the patient.

Priority Dispatch is discontinuing the use of flip charts and will no longer provide support to or utilize flip charts. We will have to migrate to their computer based software program in order to continue providing this service to the citizenry. Many agencies use this system including some of the other League City consortium agencies within the current CAD system. This software system is also compatible with the new Motorola system.

By using this computer based system, the questions/instructions provided may be transferred over to the dispatch call notes improving the records of each medical event to ensure optimal care and improve the quality of life for the citizenry.

The quote obtained includes the first year cost and additional annual maintenance cost for years 2, 3, 4, and 5 not included in the amount requested: 2nd year - \$5,940.00, 3rd Year - \$6,600.00, 4th Year - \$5,940.00 & 5th Year - \$6,360.00.

**RECOMMENDATION**

Funds for this purchase were included in the FY 22/23 Budget as approved by the City Commission. The Fire Chief recommends approval of the Resolution at this time.

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**Fiscal Impact**

**Funds Available Y/N:** Yes

**Amount Requested:** \$70,204.00

**Source of Funds:** FY 22/23 Budget

**Account #:** 101-202-55150

**Fiscal Impact:**

Funding was approved in the FY 22/23 Operating Budget.

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**Attachments**

Resolution

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## PRIORITY DISPATCH SYSTEM IMPLEMENTATION AGREEMENT

This Priority Dispatch System Implementation Agreement (the “Agreement”) is made and entered by and between Medical Priority Consultants, Inc. dba Priority Dispatch Corp (“PDC”), a Utah corporation, and City of Texas City (“Customer”). PDC and Customer are collectively referred to herein as the “Parties” or individually as a “Party.”

### BACKGROUND

- A. Customer desires to procure and provide an effective, efficient, and comprehensive emergency medical dispatch system for its residents and transient population.
- B. The Parties desire to enter into an agreement for the licensing, training, implementation, and maintenance of PDC’s products and services, altogether the Medical Priority Dispatch System (“MPDS”).

The Parties agree as follows:

1. **Pricing & Payment Terms.** Pricing details for the Medical Priority Dispatch System are set forth in **Attachment A**. Additional services or products may be provided upon request. The price of any additional products or services will be negotiated at the time of request. Any increase in the the quantity of products and services under this Agreement may result in an increase in Customer’s pricing, including annual support fees.
2. **Statement of Work.** The Parties will work together in good faith to develop a mutually acceptable Statement of Work for the implementation of the MPDS. Once agreed upon, the Statement of Work shall attach to this Agreement as **Attachment B**. The Statement of Work will provide a phased approach to the implementation of the MPDS, designed to assist Customer with meeting the International Academies of Emergency Dispatch (“IAED”) operational and performance requirements to become an Accredited Center of Excellence (“ACE”).
  - a. **Change in Statement of Work.** Should it become necessary to change the Statement of Work for any reason the Parties shall work together to make any necessary changes. As we work together to support your center, the scheduling we agree upon is critical. At any given time, PDC has many implementations at various stages of the implementation process and we’re also conducting many emergency dispatch and software training courses monthly. We must consider all PDC clients when you make cancellations, updates, or changes to the agreed-upon dates. The cancellation/change form can be found at <https://zfrmz.com/k1NN4K2kTx0uzGTkQB89>
3. **License.** The use and maintenance of the MPDS and other PDC licensed products are set forth in the applicable End User License Agreement (“EULA”) a copy of which can be found at <https://www.prioritydispatch.net/wp-content/uploads/2016/06/End-User-License-Agreement.pdf>.
4. **CAD Integration.** The Parties understand in the event a Computer Aided Dispatch system (“CAD”) is used by Customer, any costs relating to the integration of the MPDS software (ProQA<sup>®</sup>) and Customer’s CAD system shall be the sole responsibility of Customer. The integration of Customer’s CAD system and ProQA must be inspected, tested, and certified by PDC before taking live calls.
5. **Term & Termination.** This Agreement shall remain in effect for 5 (five) years. After 5 years the Parties shall revisit the terms of this Agreement and in good faith shall determine the relationship going forward. The Effective Date is the latter of the signature dates of the Parties below. Notwithstanding, the Parties understand that if this Agreement is not terminated or the Parties fail to determine the relationship going forward, this Agreement shall automatically renew for subsequent terms of one year at the then current annual support prices, and thereafter may be terminated as set forth below or by giving 90-days non renewal notice before the annual renewal

date (anniversary of the date of execution). This Agreement shall remain in effect until terminated by one of the Parties.

- a. **Termination after Initial Term.** Either Party may terminate this agreement by providing written notice to the other Party at least 90-days before the anniversary of the Effective Date. If written notice is not received by the non-terminating Party at least 90-days before the anniversary of the Effective Date, this Agreement will automatically renew for another year as set forth above.
  - b. **Termination for Cause.** Either Party may terminate this Agreement if the other Party commits any material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days of written notice of the breach.
  - c. **EULA.** This Agreement may be terminated for any reason set forth in the EULA.
  - d. **Effect of termination.** Upon termination or expiration of this Agreement, Customer shall return to PDC, within 10 days, all PDC's Confidential Information and intellectual property. In addition, all payments owed to PDC that have accrued prior to the termination or expiration of this Agreement shall be payable to PDC within thirty (30) days.
6. **Relationship of the Parties.** The Parties shall act as independent contractors in the performance of this Agreement. The employees of one Party shall not be deemed the employees of the other Party.
7. **Confidentiality.** During the course of this Agreement, it may become necessary for Customer to handle or receive PDC's Confidential Information. Customer agrees to keep all Confidential Information received from PDC confidential, and Customer may only disclose it to employees or contractors on a need-to-know basis, provided that the employee or contractor receives the Confidential Information under a written obligation of confidentiality. Confidential Information means any information, in any form or medium, disclosed by PDC to Customer, including, but not limited to, expertise, trade secrets, proprietary information and products, know-how, lists, technical specifications, processes, training materials, software programs, software documentation, price lists, marketing plans, and manuals, including all derivatives of the aforementioned. This section shall survive termination or expiration of the Agreement
8. **Intellectual Property.** Each Party acknowledges and understands that the copyrights, patents, trade secrets, trademarks, and other intellectual property, including derivatives and rights thereof, belonging to a Party are and shall remain the sole and exclusive property of that Party. This section shall survive termination or expiration of the Agreement.
9. **Conflict of Interest.** During the term of this Agreement, a Party shall not accept work, enter into a contract, or accept an obligation from any third party inconsistent or incompatible with the Party's obligations under this Agreement.
10. **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any obligations set forth in this Agreement which (i) the Parties have expressly agreed shall survive any such termination or expiration, or (ii) by their nature would be intended to be applicable following any such termination or expiration.
11. **Compliance with Laws.** In performing services or obligations hereunder, the Parties shall comply with applicable local statutes, ordinances, and regulations.
12. **Assignment.** Customer shall not assign, sell, transfer or delegate its rights and obligations under this Agreement without obtaining prior written consent of PDC.
13. **Attachments.** All Attachments are incorporated by references as if set forth in the body of the Agreement. This Agreement may not be modified or altered except in writing signed by the Parties.

14. **Severability.** If any portion of this Agreement is determined to be invalid or unenforceable, such portion shall be adjusted, rather than voided, to achieve the intent of the Parties to the extent possible, and the remainder shall be enforced to the maximum extent possible.

15. **Dispute Resolution.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree first to try in good faith to settle the dispute.

16. **Law.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Utah, United States of America. All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in Salt Lake County in the State of Utah. Each Party hereby agrees to submit to the personal jurisdiction of these courts.

17. **Notices.** Any notice or demand required or permitted hereunder shall be sufficiently given when set forth in writing and delivered in person, email, fax or mail:

**To PDC:**  
Priority Dispatch Corp.  
110 South Regent Street, Suite 500  
Salt Lake City, Utah 84111  
Attention: Legal Department  
Email: [legaldepartment@prioritydispatch.net](mailto:legaldepartment@prioritydispatch.net)  
Phone: 800.363.9127

**To Customer:**  
City of Texas City  
1801 9TH AVE N  
Texas City, Texas 77590-7407  
Attention: David Zacherl  
Email: [dzacherl@texascitytx.gov](mailto:dzacherl@texascitytx.gov)  
Phone: 409.643.5729

18. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either Party may enter into this Agreement by executing a counterpart.

The Parties have executed this Agreement by their duly authorized representatives as of the last date below.

**PRIORITY DISPATCH CORP.**

**City of Texas City**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## Attachment A

SEE ATTACHED SALES QUOTE #60619

### INITIAL MPDS IMPLEMENTATION PRICING (YEAR 1)

Fees for the initial MPDS implementation and training are **\$70,204.00** (see attached Sales Quote #Q-60619). This fee covers all of the quoted implementations activities and the first year of product licensing and maintenance.

**Payment Schedule:** Please see attached Payment Schedule for the initial MPDS Implementation.

### CONTINUING ANNUAL SERVICE AND SUPPORT FEES (YEAR 2-5)

The fee for the annual product licensing renewal and maintenance (Extended Service Plan - ESP) of PDC's products and services is shown below.

Year 2: \$5,940.00  
Year 3: \$6,600.00  
Year 4: \$5,940.00  
Year 5: \$6,360.00

**Payment Schedule:** Annual support fees will be billed yearly upon the anniversary of the Effective Date of this Agreement.

#### **Payment Notes:**

1. Customer will be billed on an annual basis.
2. All prices in USD
3. This pricing is exclusive of any applicable tax. Any applicable taxes will be added to this amount.
4. Payment must be paid by Customer within 30-days of receiving an invoice from PDC.
5. If invoice is not paid within 60-days it will be considered "overdue" and accrue interest at 1% per month, compounding.
6. If invoice is not paid within 90-days it will be in "default" and services and products provided by Priority Dispatch may be removed, suspended, or become unavailable. If there is a dispute over an invoice the "overdue" or "default" status may be delayed if there is communication towards resolution. Lack of communication for 30-days will advance the invoice to the next status (i.e. overdue to default).



# QUOTE

110 Regent Street, Suite 500  
 Salt Lake City, UT 84111  
 USA  
[www.prioritydispatch.net](http://www.prioritydispatch.net)  
 Prepared By: Jon Noel  
 Phone: (800) 363-9127  
 Direct: 385-355-0435  
 Email: jon.noel@prioritydispatch.net

**Bill To:**  
 City of Texas City  
 1801 9TH AVE N  
 Texas City, Texas 77590-7407  
 United States

**Agency:** Texas City Police Department  
**Agency ID#:** 7558  
**Quote #:** Q-60619  
**Date:** 9/29/2022  
**Offer Valid Through:** 10/31/2022  
**Payment Terms:** Net 30  
**Currency:** USD

**Ship To:**  
 City of Texas City  
 1801 9TH AVE N  
 Texas City, Texas 77590-7407  
 United States

Product	Qty	Amount
ProQA Medical Software Licenses Automated calltaking software	4	USD 16,000.00
ProQA Medical Training Software Licenses Training, non-live calltaking software	1	USD 2,000.00
ProQA Medical Backup Software Licenses Offsite, backup location software	3	USD 2,400.00
AQUA Case Review Software for EMD Quality Assurance (case review) software base engine and discipline module	1	USD 1,950.00
XLerator Client Server Suite Client server software application suite	1	USD 2,500.00
Protocol Tablet for EMD Licensed backup protocol tablet	2	USD 790.00
MPDS Quality Assurance Guide - Digital Quality Assurance Guide for training and case review only	2	USD 90.00
Implementation Support Package for EMD Implementation support and quality management program development	1	USD 25,000.00
Equip QA for EMD Initial implementation of expert case review, quality management and mentoring for telecommunicators, QA staff and management	1	USD 8,892.00
Remote ProQA Software Training - M Per person cost for four hours of ProQA software training completed in a virtual, instructor-led environment	12	USD 1,788.00
ED-Q Training and Certification for EMD Materials, tuition and certification (2 days, 16 hours)	2	USD 1,100.00
Remote AQUA Software Training - M Per person cost for six hours of AQUA software training completed in a virtual, instructor-led environment	2	USD 398.00
Remote System Administration Training Per person cost for training for center management detailing program configuration and customization options, completed in a virtual, instructor-led environment	2	USD 398.00

"To lead the creation of meaningful change in public safety and health."

Product	Qty	Amount
Remote ProQA & AQUA Reports Training Per person cost for four hours of training for administrators, managers and supervisors on the configuration and customization options in ProQA and AQUA, completed in a virtual, instructor-led environment	2	USD 298.00
IAED Accreditation Application Fee EMD IAED fee for accreditation	1	USD 2,250.00
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	4	USD 5,280.00
ProQA Training License ESP (B) M License Renewal, Service & Support	1	USD 300.00
ProQA Backup License ESP (B) M License Renewal, Service & Support	3	USD 360.00
IAED Recertification Fee Recertification fee	12	USD 660.00
ACE Discount Incentive for achieving ACE in a reasonable timeframe	1	USD -2,250.00
<b>Implementation and Year 1 Maintenance TOTAL:</b>		USD 70,204.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	4	USD 5,280.00
ProQA Training License ESP (B) M License Renewal, Service & Support	1	USD 300.00
ProQA Backup License ESP (B) M License Renewal, Service & Support	3	USD 360.00
<b>Year 2 Annual Maintenance TOTAL:</b>		USD 5,940.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	4	USD 5,280.00
ProQA Training License ESP (B) M License Renewal, Service & Support	1	USD 300.00
ProQA Backup License ESP (B) M License Renewal, Service & Support	3	USD 360.00
IAED Recertification Fee Recertification fee	12	USD 660.00
<b>Year 3 Annual Maintenance TOTAL:</b>		USD 6,600.00

"To lead the creation of meaningful change in public safety and health."

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	4	USD 5,280.00
ProQA Training License ESP (B) M License Renewal, Service & Support	1	USD 300.00
ProQA Backup License ESP (B) M License Renewal, Service & Support	3	USD 360.00
<b>Year 4 Annual Maintenance TOTAL:</b>		USD 5,940.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	4	USD 5,280.00
ProQA Training License ESP (B) M License Renewal, Service & Support	1	USD 300.00
ProQA Backup License ESP (B) M License Renewal, Service & Support	1	USD 120.00
IAED Recertification Fee Recertification fee	12	USD 660.00
<b>Year 5 Annual Maintenance TOTAL:</b>		USD 6,360.00

<b>Subtotal</b>	USD 70,204.00
<b>Estimated Tax</b>	
<b>Total</b>	USD 70,204.00

<b>Customer Signature:</b>		<b>Date:</b>	
<b>Customer Name:</b>		<b>Purchase Order ID:</b>	
<b>Expiration Date:</b>			

## TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

"To lead the creation of meaningful change in public safety and health."

# **Attachment B**

## **STATEMENT OF WORK FORTHCOMING**

**RESOLUTION NO. 2022-101**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PRIORITY DISPATCH TO PROVIDE AUTOMATED CALLTALKING SOFTWARE TO THE TEXAS CITY DISPATCH CENTER FOR EMERGENCY MEDICAL SERVICES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the Texas City Fire Department provides emergency medical treatment and ambulance transportation services to the citizens of the City of Texas City; and

**WHEREAS**, the Texas City Fire Department has determined that it is in the City's best interest to equip the Dispatch Center with emergency medical automated call-talking software; and

**WHEREAS**, this software system enables the dispatcher to provide citizens with lifesaving pre arrival instructions in the event of a medical emergency; and

**WHEREAS**, it is recommended that the City agree to a five-year professional services agreement with Priority Dispatch at a first year investment for implementation and training of \$70,204.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:**

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby approves of a five-year agreement with Priority Dispatch for emergency medical dispatch services.

**SECTION 2:** That the Mayor is authorized to execute an agreement in substantially the same form attached hereto as **Exhibit "A"** and made a part hereof.

**SECTION 3:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 19th day of October 2022.**

---

Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

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Rhomari D. Leigh  
City Secretary

APPROVED AS TO FORM:

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(7) (d)**

**Meeting Date:** 10/19/2022

Vehicle Purchase

**Submitted For:** David Zacherl, Fire Department

**Submitted By:** David Zacherl, Fire Department

**Department:** Fire Department

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**Information**

**ACTION REQUEST**

This request is for a new ancillary vehicle (Ford F350 Crew Cab) that will be assigned to and used at Fire Station 4 to transport personnel and equipment throughout the city and surrounding areas

**BACKGROUND (Brief Summary)**

This purchase relieves emergency apparatus [Engines and Medics] from these mostly administrative, non-emergency tasks thereby significantly reducing wear and tear on costly emergency apparatus and helps maintain productivity of personnel.

For example, the average front line engine costs about \$1/mile to operate and the older it gets, the more expensive it is to operate. Having an ancillary vehicle to conduct administrative, non-emergency tasks performed by a single employee is a cost-effective solution to ever-increasing emergency vehicle maintenance costs and aids in maintaining district coverage. Without this vehicle the Engine or Medic Unit would be required to leave the District for non-emergency routine activities depleting emergency resources, equipment and staff, in the District.

The total estimated cost of the vehicle is \$61,013.

**RECOMMENDATION**

Funds were approved in the FY 22/23 Capital Equipment Replacement Fund. The Fire Chief recommends approval of the Resolution.

---

**Fiscal Impact**

**Funds Available Y/N:** Yes

**Amount Requested:** \$61, 013.00

**Source of Funds:** FY 22/23 Budget

**Account #:** 602 202 55020

**Fiscal Impact:**

Funds were approved in the FY 22/23 Capital Equipment Replacement Fund

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**Attachments**

Resolution

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<b>H.</b>	<b>Subtotal:</b>		<b>\$ 60,713.00</b>
<b>I.</b>	<b>Quantity Ordered</b>	1 <u>          </u> x K = <u>          </u>	<b>\$ 60,713.00</b>
<b>J.</b>	<b>Trade in:</b>		<b>\$ -</b>
<b>K.</b>	<b>GOODBUY Administrative Fee (\$300 per purchase order)</b>		<b>\$ 300.00</b>
<b>L.</b>	<b>TOTAL PURCHASE</b>		<b>\$ 61,013.00</b>

**RESOLUTION NO. 2022-102**

**A RESOLUTION APPROVING THE PURCHASE OF ONE (1) ANCILLARY UNIT, THROUGH THE GOODBUY PURCHASING COOPERATIVE CONTRACT, FOR THE FIRE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the Fire department desires to purchase one (1) Ancillary Unit from Silsbee Ford through the GoodBuy Purchasing Cooperative Contract Program; and

**WHEREAS**, funds are available in the FY 22-23 Fire Capital Equipment Replacement Fund budget; and

**WHEREAS**, this purchase is intended for deployment and use at Fire Station 4.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:**

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby approves the purchase of one (1) Ancillary Unit for \$61,013.00 from Silsbee Ford through the GoodBuy Purchasing Cooperative Contract Program in substantially the same form attached hereto as **Exhibit “A”** and made part thereof.

**SECTION 2:** That this equipment is to be utilized by the Fire Department.

**SECTION 3:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 19th day of October 2022.**

---

Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney



**CITY COMMISSION REGULAR MTG**

**(7) (e)**

**Meeting Date:** 10/19/2022

2022 Employee Christmas Gift Cards

**Submitted For:** Jennifer Price, Human Resources

**Submitted By:** Susan Sensat, Human Resources

**Department:** Human Resources

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**Information**

**ACTION REQUEST**

Approving the purchase of 477 Visa gift cards in the amount of \$50.00 each to be given to the City Employees (full time and part-time), as an incentive for continued outstanding customer service and performance. (Human Resources)

**BACKGROUND (Brief Summary)**

The total cost for the cards is \$23,850.00 which includes 477 cards at \$50.00 each, plus a \$1.50 per card activation charge of \$715.50. Shipping cost is unknown. This is an annual item and is budgeted. The cards are given prior to Christmas to all full time and part-time employees with over a year of service.

**RECOMMENDATION**

Consider approving.

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**Fiscal Impact**

**Attachments**

Resolution

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**RESOLUTION NO. 2022-103**

**A RESOLUTION APPROVING THE PURCHASE OF 477 VISA GIFT CARDS IN THE AMOUNT OF \$50.00 EACH, TO BE GIVEN TO CITY EMPLOYEES (FULL AND PART-TIME), AS AN INCENTIVE FOR CONTINUED OUTSTANDING CUSTOMER SERVICE AND PERFORMANCE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the City requests approval of the purchase of 477 Visa Gift Cards in the amount of \$50.00 each, to be given to City Employees (full and part-time), as an incentive for continued outstanding customer service and performance.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:**

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby approves the purchase of 477 Visa Gift Cards in the amount of \$50.00 each, to be given to City Employees (full and part-time), as an incentive for continued outstanding customer service and performance.

**SECTION 2:** The cost for the cards is \$23,850.00, which includes 477 cards at \$50.00 each, plus a \$1.50 per card activation charge and additional shipping fees.

**SECTION 3:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 19th day of October 2022.**

---

Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

(7) (f)

**Meeting Date:** 10/19/2022

Purchase and Delivery of Schwarze Model A7 Tornado Regenerative Air Street Sweeper

**Submitted For:** Mike McKinley, Public Works

**Submitted By:** Mike McKinley, Public Works

**Department:** Public Works

---

**Information**

**ACTION REQUEST**

Approve the purchase of a Schwarze Model A7 Tornado Regenerative Air Street Sweeper.

**BACKGROUND (Brief Summary)**

Purchase of the Schwarze Model A7 Tornado Regenerative Air Street Sweeper is to replace one of the City's current, older models. The purchase will from Heil of Texas through the HGACBuy purchasing cooperative contract number SW04-20. The total cost for this machine will be \$288,777 and funds for this are made available in the Capitol Equipment Replacement Fund section of the City of Texas City's 2022/2023 budget.

A copy of the Heil of Texas HGACBuy worksheet is attached for your review.

**RECOMMENDATION**

It is the recommendation of the Public Works Department that this purchase from Heil of Texas, in the amount of \$288,777 be approved by the Commission.

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**Fiscal Impact**

**Attachments**

Exhibit A  
Resolution

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**CONTRACT PRICING WORKSHEET**  
For MOTOR VEHICLES Only

Contract No.:

SW04-20

Date Prepared:

6/14/2022

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	City of Texas City, Texas	Contractor:	Heil of Texas
Contact Person:	Abraham Zuniga	Prepared By:	Terry Parsons
Phone:	409-643-5810	Phone:	832-948-8402
Fax:		Fax:	713-923-5522
Email:	azuniga@texascitytx.gov	Email:	terryparsons@heiloftexas.com

Product Code:	SW04-20B29	Description:	Schwarze Model A7 Tornado Regenerative Air Street Sweeper
---------------	------------	--------------	---

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** 180,710

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
John Deere 134HP Tier IV Final Auxiliary Engine	0	Hopper Sound Suppression System (71.3 dB's)	975
Standard Sweeping Head with Rubber Blast Orifice	0	Hopper Spray Bar with 4 Nozzles	870
Sweeping Head Deluge System with Cam Lock Fitting	480	Front Bumper Spray Bar with 7 Nozzles	870
Dual 44" Diameter Gutter Brooms	0	Hopper Deluge System with 4 Conical Nozzles	2075
Dual In-Cab Gutter Broom Tilt Controls	0	Hopper Dump Assist Shaker (Hopper Vibrator)	1695
Dual Gutter Broom Extension Override System	3185	Eight (8) Inch Auxiliary Hand Hose with Power Boom	3485
Full Sweeper Standby System with Throttle Ramp	0	In-Cab Hopper Up Alarm and Indicator & Engine Cover	0
Dual In-Cab Controlled Variable Speed Gutter Brooms	0	In-Cab Hopper Door Open & Load Weight Indicator	0
Dual Camera System w/In-Cab LCD Monitor	375	In-Cab Low Hydraulic Level Indicator	0
Addition 350 Gallon Water Tank (600 Total)	4660	Rear LED Strobe with Limb Guard	0
In-Cab Water Tank Low Level Alarm and Indicator	0	<b>Subtotal From Additional Sheet(s):</b>	83515
8.4 Cu Yd Stainless Steel Debris Hopper w/ Remote Screens	10370	<b>Subtotal B:</b>	112555

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		<b>Subtotal From Additional Sheet(s):</b>	
		<b>Subtotal C:</b>	0

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

Quantity Ordered:	1	X Subtotal of A + B + C:	293265	=	<b>Subtotal D:</b>	293265
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**E. H-GAC Order Processing Charge (Amount Per Current Policy)** **Subtotal E:**

**F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation**

Description	Cost	Description	Cost
Freight	2750		
Discount	-7,238		
		<b>Subtotal F:</b>	-4488

**Delivery Date:** 150-180 Days ARO **G. Total Purchase Price (D+E+F):** 288777

**RESOLUTION NO. 2022-104**

**A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) SCHWARZE MODEL A7 TORNADO REGENERATIVE AIR STREET SWEEPER THROUGH H-GAC BUY PROGRAM IN THE AMOUNT OF \$288,777.00 TO REPLACE AN OLDER MODEL; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, this request is for the purchase of the Schwarze Model A7 Tornado Regenerative Air Street Sweeper to replace one of the City's current, older models; and

**WHEREAS**, the Texas City Public Works Department requests authorization for the purchase of one (1) Schwarze Model A7 Tornado Regenerative Air Street Sweeper through the H-GAC Buy Program from Heil of Texas in the amount of \$288,777.00. Funds are available in the FY21/22 budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:**

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby authorizes the purchase of one (1) Schwarze Model A7 Tornado Regenerative Air Street Sweeper through the H-GAC Buy Program from Heil of Texas in the amount of \$288,777.00, as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

**SECTION 2:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 19th day of October 2022.**

\_\_\_\_\_  
Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rhomari D. Leigh  
City Secretary

\_\_\_\_\_  
Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(7) (g)**

**Meeting Date:** 10/19/2022

Purchase of Four (4) Pieces of Heavy Equipment from R. B. Everett

**Submitted For:** Mike McKinley, Public Works

**Submitted By:** Mike McKinley, Public Works

**Department:** Public Works

**Information**

**ACTION REQUEST**

Approve the purchase of four (4) different pieces of equipment from R. B. Everett & Co..

**BACKGROUND (Brief Summary)**

The Public Works Department has the following equipment in our 2022/2023 Capital Equipment Replacement Fund. All four (4) pieces will be coming from R. B. Everett & Co. via BuyBoard Contract number 597-19 for the amounts listed below.

Broce Model RJT-350 Broom	\$ 72,939.00
Doosan DX63-3 Mini Excavator	\$ 72,774.00
Doosan DX300CL-7 Crawler Excavator	\$271,921.00
Bomag BW161AD-5 Tandem Asphalt Roller	\$186,897.00

Total Purchase R. B. Everett & Co. this P.O.	\$604,531.00
--	--------------

BuyBoard Worksheets are attached for your review.

**RECOMMENDATION**

It is the recommendation of the Public Works Department that the City Commission approve this purchase from R. B. Everett & Co., via BuyBoard contract number 597-19, for the prices listed.

**Fiscal Impact**

**Attachments**

Exhibit A  
Resolution

**CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT**

**BUYBOARD 597-19**

End User: City of Texas City

R.B. Everett & Co. Rep: Rick Vincent

281-991-8161

713-805-7970

Contact: Abe Zuniga

Date: 09/23/22

Product Description: Broce Model RJT-350 Broom

A. Base Price: \$ \$ 64,165.00

**B. Published Options [Itemize Each Below]**

Options	Bid Price	Options	Bid Price
Turbo II Precleaner	\$310.00		
Enclosed Cab with Safety Glass/Wiper	\$6,160.00		
150 Gallon Water Sprinkler with Polyethelyne	\$1,595.00		
Tank			
Suspension Seat	\$410.00		
Light Group-Turn Signals, Warning Lights,	\$1,075.00		
Halogen Headlamps and Taillights			
Strobe Light	\$345.00		
Cab Heater/Defroster Plenum	\$810.00		
Windshield Washer (front only)	\$210.00		
West Coast Mirrors	\$155.00		
Pressurized Air Conditioning	\$4,040.00		

**Total of B. Published Options:** \$ 15,110.00

**C. Unpublished Options [Itemize each below, not to exceed 25%]**

Options	Bid Price	Options	Bid Price

**Total of C. Unpublished Options:** \$ -

**D. Contract Price Adjustment**      **Discount:** 6% (\$4,757.00)

**E. Freight Charges:** \$325.00

**F. Total of A + B + C + D + E = F** \$ 74,843.00

**G. Quantity Ordered** 1 x F = \$ 74,843.00

**H. Non-Equipment Charges & Credits**      Additional Dealer Discount (\$1,904.00)

**I. TOTAL PURCHASE PRICE** \$ 72,939.00



**CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT**

**BUYBOARD 597-19**

End User: City of Texas City

R.B. Everett & Co. Rep: Rick Vincent

281-991-8161 713-805-7970

Contact: Abe Zuniga

Date: 09/26/22

Product Description: Doosan DX300CL-7 Crawler Excavator  
(US50 Package)

A. Contract Price: \$ **\$ 273,728.65**

**B. Published Options [Itemize Each Below]**

Options	Bid Price	Options	Bid Price
One and Two Way Piping	\$5,324.40		
60" Width Ditching Bucket	\$4,642.08		

**Total of B. Published Options:** \$ **9,966.48**

**C. Unpublished Options [Itemize each below, not to exceed 25%]**

Options	Bid Price	Options	Bid Price

**Total of C. Unpublished Options:** \$ **-**

**D. Contract Price Adjustment**      Discount: % - N/A      **\$0.00**

**E. Freight Charges:**      **\$650.00**

**F. Total of A + B + C + D + E = F**      **\$ 284,345.13**

**G. Quantity Ordered**      1 x F =      **\$ 284,345.13**

**H. Non-Equipment Charges & Credits**      Additional Dealer Discount      **(\$12,424.13)**

**I. TOTAL PURCHASE PRICE**      **\$ 271,921.00**

**CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT**

**BUYBOARD 597-19**

End User: City of Texas City

R.B. Everett & Co. Rep: Rick Vincent

281-991-8161

713-805-7970

Contact: Abe Zuniga

Date: 09/23/22

Product Description: Bomag BW161AD-5 Tandem Asphalt Roller

A. Base Price: \$ **\$ 187,782.00**

**B. Published Options [Itemize Each Below]**

Options	Bid Price	Options	Bid Price
ROPS with Swivel Unit	\$8,083.00		
90 degree Swivel Seat	\$6,036.00		
MAT Temperature Gauge	\$2,588.00		
Economizer	\$3,429.00		
67Hz Frequency Drum	\$483.00		
Flashing Beacon Magnet	\$379.00		
Joint with Crabwalk	\$6,735.00		
Rear Edge Illumination	\$748.00		
Front Edge Illumination	\$748.00		
Serial Number: R9609			

**Total of B. Published Options: \$ 29,229.00**

**C. Unpublished Options [Itemize each below, not to exceed 25%]**

Options	Bid Price	Options	Bid Price

**Total of C. Unpublished Options: \$ -**

**D. Contract Price Adjustment**      Discount: 15%      **(\$32,552.00)**

**E. Freight Charges:**      **\$1,900.00**

**F. Total of A + B + C + D + E = F**      **\$ 186,359.00**

**G. Quantity Ordered**      1 x F =      **\$ 186,359.00**

**H. Non-Equipment Charges & Credits**      P. D. I.      **\$538.00**

**I. TOTAL PURCHASE PRICE**      **\$ 186,897.00**

**RESOLUTION NO. 2022-105**

**A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) PIECES OF EQUIPMENT FROM R. B. EVERTT & CO. THROUGH BUYBOARD CONTRACT NO. 597-19 IN THE AMOUNT OF \$604,531.00; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, this request is for the purchase of four (4) different pieces of equipment; and

**WHEREAS**, the Texas City Public Works Department requests authorization for the purchase of:

Broce Model RJT-350 Broom \$ 72,939.00

Doosan DX63-3 Mini Excavator \$ 72,774.00

Doosan DX300CL-7 Crawler Excavator \$271,921.00

Bomag BW161AD-5 Tandem Asphalt Roller \$186,897.00

through the BuyBoard Contract No. 597-19 in the amount of \$604,531.00. Funds are available in the FY21/22 budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:**

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby authorizes the purchase of four (4) pieces of equipment through the BuyBoard Contract No. 597-19 in the amount of \$604,531.00, as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

**SECTION 2:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 19th day of October 2022.**

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Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(7) (h)**

**Meeting Date:** 10/19/2022

Approving a contract with SirsiDynix for the Integrated Library System.

**Submitted For:** Cheryl Loewen, Library

**Submitted By:** Jennifer Price, Human Resources

**Department:** Library

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**Information**

**ACTION REQUEST**

Requesting approval of a five (5) year contract with SirsiDynix for the Integrated Library System with an upgrade of the public facing catalog.

**BACKGROUND (Brief Summary)**

SirsiDynix has been the provider of Moore Memorial Library's Integrated Library System for over 20 years. This contract has been year to year in the past, but there is an opportunity to upgrade the public facing catalog and save money while entering into a five (5) year agreement.

The total cost of this contract is \$213,999.36 but will be paid annually according to the schedule in the attached quote. Year 1=\$45,044.98, Year 2=\$40,444.98, Year 3=\$41,617.88, Year 4=\$42,824.80, Year 5=\$44,066.72

**RECOMMENDATION**

It is recommended to approve this contract and upgrade the public facing catalog for Moore Memorial Library.

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**Fiscal Impact**

**Attachments**

Master Agreement Between Moore Memorial Library and SirsiDynix

SirsiDynix Sole Source Affidavit

Resolution

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# MASTER AGREEMENT BETWEEN MOORE MEMORIAL LIBRARY AND SIRSIDYNIX

## 1. PURPOSE AND SCOPE

**1.1 Parties and Effective Date.** This Master Agreement (the "Master Agreement") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer identified in the signature block below ("Customer"), with effect on the date of the last signature below ("Effective Date").

**1.2 Purpose.** This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products by SirsiDynix to Customer. Additional terms for the purchase of a specific Product are set forth in the Quote(s). By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote(s) for Products purchased by Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

**1.3 Incorporation of Quotes.** "Quote" means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, License Metrics, fees, statements of work, exhibits and milestones. At any time after execution of the Master Agreement and the initial Quote, Customer may purchase additional Products or otherwise expand the scope of existing licenses or Subscriptions granted under a Quote, upon SirsiDynix receipt and acceptance of a new Quote specifying the foregoing.

**1.4 Incorporation of EULAs.** Customer's use of any Third Party Products licensed hereunder or incorporated in the Products may be subject to, and Customer shall sign and comply with, any applicable EULAs.

**1.5 Order of Precedence.** To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Quote, the terms and conditions of the Master Agreement shall control, except where the Quote expressly states the intent to supersede a specific portion of the Master Agreement. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

## 2. PRODUCTS USE RIGHTS; TITLE

**2.1 Generally.** Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased pursuant to a Quote.

**2.2.1 Software License.** Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, and non-transferable license to (i) install, run and use the Software identified in the Quote in the Operating Environment solely for Internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than one hardware platform, except temporarily during the process of platform

migration. **2.2.3** Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

**2.3.1 Subscriptions.** For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems. **2.3.2** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. **2.3.3** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. **2.3.4** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's use

Customer Initial and Date: \_\_\_\_\_

and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. **2.3.5** The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms. **2.3.6** In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

**2.4.1 Services.** Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. **2.4.2** Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing secured access to Customer's systems to SirsiDynix. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

**2.5. Software Maintenance.** **2.5.1** Subject to Customer's timely payment of applicable fees, SirsiDynix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. **2.5.2** Updates are provided if and when available, and SirsiDynix is under no obligation to develop any future programs or functionality. **2.5.3** SirsiDynix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product used other than in accordance with the Documentation or other than on the Operating Environment; (iv) discrepancies that do not significantly impair or affect the operation of the Product; or (v) any systems or programs not supplied by SirsiDynix. **2.5.4** For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix or by Customer or a third party. SirsiDynix reserves the right to charge Client for any reintegration work required to make customizations compatible with future releases. **2.5.5** If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. Customer may not purchase or renew Maintenance for a subset of its licenses only. **2.5.6** If an Error was corrected or is not present in a more current release of the Product, SirsiDynix shall have no obligation to correct such Errors in prior releases of the Software. **2.5.7** Fees for Maintenance Services do not include implementation, training and other Professional Services. **2.5.8** It is Customer's responsibility to ensure that all appropriate users receive initial training sufficient to enable Customer to effectively use the Software. Failure to do so could result in additional Maintenance fees if

service requests are deemed excessive as a result of insufficient training, at SirsiDynix's discretion. **2.5.9** In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. **2.5.10** For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous release upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

**2.6.1 Hardware and Hardware Maintenance.** Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. **2.6.2** SirsiDynix does not provide support for Hardware unless Customer purchases any available maintenance associated with such Hardware. Such Hardware maintenance may be provided through a third party and is subject to that third party's standard terms, conditions and warranties, if any.

**2.7 License Metrics.** Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics are added in the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds for any decreases in usage.

**2.8 Reservation of Rights.** All rights not expressly granted in the Master Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions and Content are subscribed to and not sold; (ii) Customer acquires only the right to use the Protected Materials. SirsiDynix and its third party providers retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Protected Materials and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Products consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Products, as set forth in this Master Agreement.

**2.9 Restrictions.** Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third

Customer Initial and Date: \_\_\_\_\_

parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

**2.10 Customer Data.** SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC format. SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

**2.11 License Grant by Customer.** Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Master Agreement.

**2.12 Enforcement.** Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Master Agreement.

### 3. FINANCIAL TERMS

**3.1.1 Fees and Payment Terms.** The Customer shall pay the amounts set forth in the Quote. Subject to the provisions of the Quote, SirsiDynix may annually increase the fees of Subscription, Subscription Software and/or Maintenance upon 30 days written notice in advance. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the higher of 1½% per month or the highest rate allowed by law. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions, Subscription Software and Hardware are not contingent upon the performance of any Services.

**3.2 Taxes.** Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.

**3.3 No Contingencies.** Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SirsiDynix regarding future functionality or features.

### 4. CONFIDENTIALITY

**4.1 Non-Disclosure.** Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

**4.2 Exceptions.** Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains any personally identifiable information; or (vi) is required to be disclosed by

law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

### 5. PRIVACY

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Master Agreement. Customer will indemnify SirsiDynix for any breach of this representation and warranty. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

### 6. INDEMNIFICATION

**6.1.1 By SirsiDynix.** SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) infringe a third party's USA patent, registered copyright, or registered trademark ("Claim"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. **6.1.2** SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or used a release other than the most current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of such current unaltered release, (ii) Third Party Products and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software with software or data not provided by SirsiDynix. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

**6.2 By Customer.** To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; (ii) any claim by a Customer user or (iii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

### 7. WARRANTIES; REMEDIES; DISCLAIMERS

**7.1 SirsiDynix Software.** SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software, as updated by SirsiDynix and used in accordance with the Documentation and in the Operating Environment, will operate in all material respects in conformity with the Documentation.

If SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify

Customer Initial and Date: \_\_\_\_\_

SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice; (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

**7.2 SirsiDynix Subscriptions.** SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

**7.3 Exclusions.** SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the SirsiDynix Software with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected releases of the SirsiDynix Software made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the operating procedures described in the Documentation.

**7.4 Third Party Products.** SirsiDynix warrants that it is an authorized distributor of the Third Party Product and that with the execution of this Master Agreement and the applicable EULA, Customer will have the right to use such Product in accordance with the terms and conditions of the terms of this Master Agreement and the applicable EULA. SIRSIDYNIX MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. THIRD PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.

**7.5 Hardware.** SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. SIRSIDYNIX MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO HARDWARE OR HARDWARE MAINTENANCE. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH HARDWARE OR HARDWARE MAINTENANCE SHALL BE PURSUANT TO THE MANUFACTURER'S WARRANTY, IF ANY.

**7.6 Disclaimers.** THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

## 8. EXCLUSION AND LIMITATION OF LIABILITY

**8.1** TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE MASTER AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

**8.2** IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8.3** NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

## 9. TERM AND TERMINATION

**9.1 Term of Master Agreement.** Subject to Section 10.12 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Quotes, unless otherwise terminated earlier as provided hereunder.

**9.2 Product and Services Term.** The respective initial term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote ("**Initial Term**"). The Initial Term and any renewal term shall automatically renew for the same length as the Initial Term unless either party gives written notice 60 days prior to the end of any previous Term of its intention to terminate the Subscription or Maintenance service. The Initial Term and renewal terms are referred to as the "**Term**".

**9.3.1 Termination.** Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement **9.3.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished.

**9.4. Suspension.** SirsiDynix will be entitled to suspend any or all performance upon 10 days written notice to Customer in the event Customer is in breach of the Master Agreement. Further, SirsiDynix may suspend Customer's use of and access to all or a portion of the Subscriptions if, and so long as, in SirsiDynix's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of services or the operation of SirsiDynix's network or systems. SirsiDynix may impose an additional charge to reinstate service following such suspension.

Customer Initial and Date: \_\_\_\_\_

**10. GENERAL PROVISIONS**

**10.1 Force Majeure.** The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

**10.2 Assignment.** SirsiDynix may assign the Master Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

**10.3 Cooperation.** Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill its obligations hereunder including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.

**10.4 Delegation.** SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors.

**10.5 Notice of U.S. Government Restricted Rights.** If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Master Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

**10.6 Export.** Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

**10.7 Non-solicitation.** During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

**10.8 Compliance.** During the term of this Master Agreement and for a period of one year following its termination, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process incurred by SirsiDynix (including but not limited to reasonable attorneys' fees), and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Products and interest fees related to usage in excess of the License Metrics.

**10.9 Notices.** Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email

to SirsiDynix at [legal@sirsidynix.com](mailto:legal@sirsidynix.com), or by email to Customer at any current Customer email address routinely used by SirsiDynix, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

**10.10 Relationship.** The Master Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

**10.11 Invalidity.** If any provision of the Master Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**10.12 Survival.** The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.7, 2.8, 2.10, 2.12, 3, 4, 5, 6, 7, 8, 9, and 10.

**10.13 No Waiver.** Any waiver of the provisions of the Master Agreement or of a party's rights or remedies under the Master Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Master Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Master Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

**10.14 Entire Agreement.** The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Master Agreement will be binding unless in writing and signed by an authorized representative of each party.

**10.15 Third Party Beneficiaries.** All rights and benefits afforded to SirsiDynix under the Master Agreement shall apply equally to the owner of the Third Party Products with respect to the Third Party Products, and such third party is an intended third party beneficiary of the Master Agreement, with respect to the Third Party Products.

**10.16 Governing Law and Venue.** The Master Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in Utah to whose exclusive jurisdiction the parties hereby consent. In addition, the Customer hereby waives any objection the customer may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

**10.17 Application of Laws.** The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

**10.18 Counterparts.** The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic

**Customer Initial and Date:** \_\_\_\_\_

and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

**10.20 Attorney's Fees.** In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

**10.19 Headings and Drafting.** The headings in the Master Agreement shall not be used to construe or interpret the Master Agreement. The Master Agreement shall not be construed in favor of or against a party based on the originator of the document.

\*\*\*\*\*

**END OF MASTER AGREEMENT**

<b>Moore Memorial Library</b> <b>P.O. Drawer 2608</b> <b>Texas City, Texas 77592</b> <b>United States</b>	<b>Sirsi Corporation</b> <b>SirsiDynix Technology Centre</b> <b>3300 N. Ashton Blvd. – Suite 500</b> <b>Lehi, UT 84043</b>
Sign: _____	Sign: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**Customer Initial and Date:** \_\_\_\_\_

**Exhibit A - DEFINITIONS**

**“Circulation”** means the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

**“Confidential Information”** means information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix’s placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

**“Content”** means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

**“Customer Data”** means any electronic data, information or material provided or submitted by Customer (including the Customer’s patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer’s patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

**“Documentation”** means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

**“Effective Date”** is defined in section 1.1.

**“Error”** means a material failure of a Product to conform to its functional specifications described in the Documentation.

**“EULA”** means the end user license agreement that accompanies the Third Party Product, which governs the use of or access by Customer to the applicable Third Party Product.

**“Go Live Date”** means the date on which the Products are substantially ready for operational use for normal daily business.

**“Hardware”** means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

**“Intellectual Property”** means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

**“Internal Business Purposes”** means Customer’s internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third party

products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

**“License Metrics”** means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports.

**“Maintenance”** means the technical support and, with respect to Software, the provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix’s support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under “SirsiDynix Support Policies” (Document ID 125773) at <http://support.sirsidynix.com>.

**“Operating Environment”** means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

**“Professional Services”** means data conversion, implementation, site planning, configuration, integration and deployment of the Software or Subscriptions, training, project management and other consulting services.

**“Products”** means Software, Subscriptions, Subscription Software, Services and Hardware.

**“Protected Materials”** means Software and work product provided by SirsiDynix under Services, Subscriptions, Subscription Software and SirsiDynix’s or its licensors’ Intellectual Property and Confidential Information.

**“Quote”** is defined in Section 1.3.

**“Services”** means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support, excluding the provision of Updates.

**“SirsiDynix Software”** means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

**“Software”** means the SirsiDynix Software and Third Party Software.

**“Subscriptions”** means the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content.

**“Subscription Software”** means Subscriptions hosted by Customer. Customer does not have a license in Subscription Software.

**“Term”** is defined in section 9.2.

**“Titles”** means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

**“Third Party Products”** means software or content including documentation and updates if any, owned by an entity other than SirsiDynix and provided by SirsiDynix in connection with Products.

**“Updates”** means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products, modules, platform or functionality for which SirsiDynix charges a separate fee.

**“Users”** means Customer’s employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

Customer Initial and Date: \_\_\_\_\_



SirsiDynix Technology Center  
3300 N. Ashton Boulevard,  
Suite 500  
Lehi, UT 84043  
Phone: 800-288-8020

## QUOTE

Quote 113623 for:

### *Moore Memorial Library*

Enterprise

Quote valid until:  
Prepared by:

December 29, 2022  
Larry Menlove,  
Executive Account Manager

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This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2022 Sirsi Corporation - All Rights Reserved



# Purchase Details

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

COMPONENT	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4	Estimated Year 5
SirsiDynix Products	4,760	-	-	-	-
SirsiDynix Services	5,750	-	-	-	-
<b>Discount</b>	<b>(5,910)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Active Products Total	40,444.98	40,444.98	41,617.88	42,824.80	44,066.72
<b>Total</b>	<b>45,044.98</b>	<b>40,444.98</b>	<b>41,617.88</b>	<b>42,824.80</b>	<b>44,066.72</b>

## Active Products

Quantity	Total Price	Component	Note
1.00	0.00	Authority Control	
1.00	0.00	Backup Circulation	
1.00	0.00	Bibliographic and Inv. Control	
1.00	0.00	Circulation Control	
34,887.00	6,796.86	Datastream Subscription	
1.00	0.00	iBistro/iLink Suite	
1.00	0.00	Information Gateway	
1.00	0.00	Inventory Control	
1.00	285.20	MS SQL Srvr Std 2008, Embedded Runtime Lic, per processor ACAD	
1.00	407.42	MS SQL Srvr Std 2008 SW Assurance for free updates/upgr ACAD	
1.00	0.00	Reporting Module	
1.00	716.35	SirsiDynix Symphony NCIP Interface Per Certified Vendor	
1.00	209.76	SirsiDynix Symphony SIP2 Interface Per Certified Vendor	

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1.00	293.35	SirsiDynix Symphony SIP2 Interface Per Certified Vendor	
1.00	0.00	SirsiDynix Symphony Unicode Server Extension	
1.00	0.00	SirsiDynix Symphony Unicode Server Extension	
1.00	0.00	Standard Sirsi System Software	
1.00	31,460.33	Unicorn Migration Package	
1.00	275.71	Unicorn SIP2 Interface Per Certified Vendor	
1.00	0.00	User Request Module	
1.00	0.00	Webcat WWW Catalog	
30.00	0.00	WorkFlows Staff Clients	
1.00	0.00	Z39.50 Version 3 Server	
<b>40,444.98</b>		<b>Active Product Total Year 1</b>	

Initial Term: Five (5) Years

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 0% in year 2 followed by 2.9% until Term renewal

The Initial Term and the Initial Term Annual Price Increase Cap set forth above shall apply to Active Products and new purchased Products/Services.

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.

SirsiDynix reserves the right to adjust Initial Term pricing for Third Party/integrated products/services if a Third Party vendor increases pricing for Third Party/integrated products/services.

Any applicable discount shall be applied on final payment. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

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# Detailed Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

COMPONENT	Qty	Total Price Year 1
<b>SirsiDynix Products</b>		<b>4,760</b>
SaaS Enterprise Annual Subscription	1	4,760
<b>SirsiDynix Services</b>		<b>5,750</b>
Consulting:		
Enterprise SureStart-3	1	2,100
SirsiDynix Enterprise Theme Customization	1	880
Product Delivery:		
SirsiDynix Enterprise Software Installation	1	1,400
Project Management:		
Project Management for all products in this Quote	1	600
Training:		
Ent-1101 SirsiDynix Enterprise End User, SELF-PACED	1	50
Ent-2201 SirsiDynix Enterprise Day to Day Administration, Hands-on Lab, GROUP	1	720
<b>Discount</b>		<b>(5,910)</b>
Preferred		(4,760)
Services Discount		(1,150)
<b>Quote Total</b>		<b>4,600</b>

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# Component Descriptions

Each description below relates to a quantity of one for the component. There may be more than one in this Quote.

## SirsiDynix Products

### SaaS Enterprise Annual Subscription

SirsiDynix Enterprise is a state-of-the-art faceted search solution that empowers libraries to make their collections more searchable and discoverable than ever before. Capitalizing on fuzzy search logic technology never before available to libraries, SirsiDynix Enterprise delivers leading-edge faceted search capabilities, simplified search interfaces, and much more.

## SirsiDynix Services

### Consulting

#### Enterprise SureStart-3

SureStart is a layer of consulting support designed to smooth the transition to Enterprise by addressing configuration issues like search limits, profiles, etc.

#### SirsiDynix Enterprise Theme Customization

Working with a SirsiDynix Consultant, theme customization addresses changing the look and feel of the product like colors, adding graphics, and using CSS to edit fonts and page layouts.

This custom work is guaranteed to work on the version of Enterprise currently installed on the customer's system. SirsiDynix cannot guarantee compatibility with future releases. Updating custom work to be compatible with a later release will attract additional fees.

### Product Delivery

#### SirsiDynix Enterprise Software Installation

Includes installation of Enterprise in SirsiDynix SaaS facility, installation of Enterprise Agent on a Horizon or SirsiDynix Symphony ILS and installation/configuration of the appropriate Java Development (JDK). In addition; it includes the installation of Web Services for sites using SirsiDynix Symphony.

### Project Management

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This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Project Management includes the services of a Project Manager. The Project Manager is your primary point of contact during the implementation. You will work with your project manager to plan timeframes, schedule resources from the professional services team, and coordinate with other departments at SirsiDynix to deliver products and services outlined in this quote.

Depending on the type of implementation, the Project Manager will do the following:

- Act as your primary SirsiDynix contact during your implementation
- Identify customer needs and key tasks to be accomplished by both the customer and SirsiDynix to ensure a successful implementation
- Organize meetings with you and appropriate SirsiDynix staff to kick off your implementation project
- Work with SirsiDynix global operations staff to develop, communicate, and manage the overall implementation schedule
- Bring key SirsiDynix staff onto the project to ensure proper resources are available to meet critical milestones of your schedule
- Report to you regularly via phone and email status reports to keep everyone apprised of project progress
- Monitor quality control checks at critical intervals in your project
- Assist with the transition from Implementation phase to Customer Support

## Training

### **Ent-2201 SirsiDynix Enterprise Day to Day Administration, Hands-on Lab, GROUP**

One seat in a group distance course. Learn to manage the day-to-day tasks needed by Enterprise Administrators.

### **Ent-1101 SirsiDynix Enterprise End User, SELF-PACED**

One seat in the specified Self-paced training class.

This class will review the basic features available to users within Enterprise.

Content is English only.

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# Terms and Conditions

Current Contract License Limits:

Up to 340,000 annually circulated items.

SirsiDynix Professional Services performed by way of remote network access require ssh (Unix/Linux), Remote Desktop (Windows) or unattended Logmein Rescue (Windows) access for the duration of the project. The library may limit connectivity to the SirsiDynix Corporate IP address or implement a Cisco AnyConnect VPN tunnel. Other remote connectivity options may incur additional fees, onsite travel fees or void the ability of SirsiDynix to perform the project. A full description can be found in the Access Requirement for Support Guide on our customer support website.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

Customer shall not integrate products offered by third parties into Software, Subscriptions or Subscription Software without additional license from SirsiDynix.

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

## Payment Terms

The term of any quoted products is for no less than the Initial Term and shall automatically renew for the length of the Initial Term. Subsequent years' Maintenance and Subscription fees are to be paid annually in advance. Following the first year of System operation, Maintenance and Subscription fees will be subject to annual increases. Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

### SirsiDynix Products and Services

- 100% due upon delivery of the first of any quoted SirsiDynix Products and Services

Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the Products and/or services mentioned in this quote. This document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this

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This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

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# Signature(s)

**Customer Signature:  
Moore Memorial Library**

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Printed)

Job Title: \_\_\_\_\_

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

**Sirsi Corporation dba SirsiDynix Signature:**

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Printed)

Job Title: \_\_\_\_\_

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

**Billing Address:**

Moore Memorial Library  
P.O. Drawer 2608  
Texas City  
Texas 77592  
United States

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2022 SOLE SOURCE AFFIDAVIT

Re: Sole Source for Symphony Integrated Library System (ILS)

This letter is to confirm that Sirsi Corporation d/b/a SirsiDynix ("SirsiDynix") is the developer and/or sole source provider for all SirsiDynix software and specialized services. The SirsiDynix SYMPHONY integrated library system ("SYMPHONY") product was developed at private expense by SirsiDynix. SYMPHONY is a proprietary software product that is only available from SirsiDynix and SirsiDynix retains the exclusive trademark, copyright, trade secret and/or patent rights to the SYMPHONY software. The SYMPHONY software is provided only to those users that have signed a licensing agreement, therein agreeing to protect the confidentiality of the proprietary information and trade secrets of SirsiDynix' SYMPHONY software. SirsiDynix has sole knowledge of the development of the software and certain configuration requirements that are exclusive to the SYMPHONY software. Consequently, only SirsiDynix is able to sell and maintain the software as well as continue to make further enhancements in the SYMPHONY software.

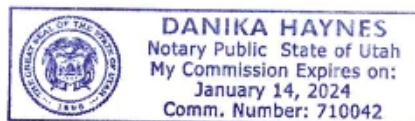
SirsiDynix is the library automation vendor for the Library pursuant to an agreement that has been signed by both parties. As such, SirsiDynix provides maintenance and support for the complete system for the library. As software is added to the system, SirsiDynix requires that the library software and specialized services be purchased directly from SirsiDynix in order to ensure continued support and compatibility of the new software with the existing system.

Dated this 11 day of January, 2022

  
\_\_\_\_\_  
Scott Worthington  
General Counsel, SirsiDynix

Subscribed and sworn to before me this 11 day of January, 2022 by Scott Worthington.

COUNTY OF UTAH            )  
                                      : §  
STATE OF UTAH            )



  
\_\_\_\_\_  
Notary Public

**RESOLUTION NO. 2022-106**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A FIVE (5) YEAR AGREEMENT WITH SIRSIDYNIX CORPORATION FOR THE PURCHASE OF UPDATED WINDOWS BASED SOFTWARE FOR THE LIBRARY'S CIRCULATION, CATALOGING, ON-LINE CATALOG, AND REPORTING MODEULES; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, the Moore Memorial Library has had a month-to-month contract with SirsiDynix for over twenty (20) years;

**WHEREAS**, the Moore Memorial Library recommends the approval of a five (5) year contract in the total amount of \$213,999.36, to be paid annually; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:**

**SECTION 1:** That the City Commission hereby approves the five (5) year contract with SirsiDynix in the total amount of \$213,999.36, to be paid annually.

**SECTION 2:** That the City Commission authorizes the Mayor to execute a contract in substantially the same form as the agreement attached hereto and made a part hereof for all intents and purposes.

**SECTION 3:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 19th day of October 2022.**

\_\_\_\_\_  
Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rhomari D. Leigh

\_\_\_\_\_  
Kyle L. Dickson

City Secretary

City Attorney

**CITY COMMISSION REGULAR MTG**

(7) (i)

**Meeting Date:** 10/19/2022

Approval of the Commissioners Community Grant Award to Texas City FFA

**Submitted For:** Dedrick Johnson, Mayor's Office

**Submitted By:** Titilayo Smith, Community Development, Housing Autho

**Department:** Mayor's Office

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**Information**

**ACTION REQUEST**

Approve the award of \$5,000 to the Texas City FFA under the Texas City Commissioners Community Grant Fund sponsored by District 2 Commissioner Felix Herrera.

**BACKGROUND (Brief Summary)**

FFA provides quality programs, resources, recognition, and opportunities for the members to put their leadership skills into action through service in our community.

**RECOMMENDATION**

It is recommended that this award be approved.

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**Fiscal Impact**

**Attachments**

Grant Fund Application

attachment

Resolution

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# Texas City Commissioners Community Grant Fund Application

*\*This grant application is to be completed and submitted to the Mayor by a member of the Texas City Commission.*

Felix Herrera 2  
Name of Sponsoring Commissioner District

Texas City FFA  
Name of Benefitting Organization

54-0524844  
Tax Exempt / 501c3 Nonprofit Status Number

Amount Requested: 5,000 Date: 9/28/2022

Statement of Purpose and benefit to the Citizens of Texas City: \_\_\_\_\_  
FFA provides quality programs, resources, recognition, and opportunities for  
the members to put their leadership skills into action through service in our  
community.

Other Sources of Funding This Organization is Currently Receiving: \_\_\_\_\_  
Texas City FFA receives funds from the Foundation of the Future and through student  
fundraising.

*\*Please note that the submission of this application does not guarantee an allocation of funds. The awarding of this grant is contingent upon several factors, including, but not limited to those it being a qualifying organization, funds availability, purpose of funds requested, and final commission approval.*

DocuSigned by:  
  
8253857236FC448...

10/11/2022



October 13, 2022



Dear Texas City FFA Supporter,

The Texas City FFA is working hard to raise money for the 2022 - 2023 season. The chapter has been growing in membership, which means more costs in entry fees, practices, gear, etc. With your support, the Texas City FFA has been able to have their own out of pocket expenses lessened due to donations and sponsorships.

Over the past few years, our FFA members have dealt with the rising costs of competing due to the economy and logistics of items required. The average cost for a student to participate in events for the entire year has been increasing over the past five years. Students should not have to be told they are declined from an activity due to their economic standing. The Texas City FFA has in the past been competitive and successful in various events. In 2019 and 2021, we had FFA members achieve Grand Champion Market Steer, the highest placing at the Galveston County Fair and Rodeo. This past June, we had our Males American Trap team place 4<sup>th</sup> overall at the Texas Parks and Wildlife Ag Clays 381 Shoot, "FFA State," which has not been done in the history of the program. In 2019, the team placed in the top ten for the Annual Mayor's Charity Skeet Cup. Looking towards the new school year, the team wants to be more competitive individually and in team events.

Your support has a significant impact to our students and our organization. It's because of your support, our students can have the opportunity to compete for scholarships as they compete in their events. If you desire to have your donation allocated to a specific program within the Texas City FFA Chapter, please attach a signed letter with how you wish to do so. Any donation is appreciated. If you have any questions, please email me at [MRichards@tcisd.org](mailto:MRichards@tcisd.org) . We look forward to hearing from you and appreciate your support!!

Thank you,



Morgan Richards  
[MRichards@tcisd.org](mailto:MRichards@tcisd.org)  
Cell: (832)561-1244  
Texas City FFA Advisor

**RESOLUTION NO. 2022-108**

**A RESOLUTION APPROVING THE RELEASE OF COMMISSION GRANT FUNDS AVAILABLE ON BEHALF OF COMMISSIONER DISTRICT 2 FELIX HERRERA, IN THE AMOUNT OF \$5,000.00 TO THE TEXAS CITY FUTURE FARMERS OF AMERICA (TEXAS CITY FFA); AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, Commissioner District 2 Felix Herrera requests the approval and release of Commission Grant funds in the amount of \$5,000.00 to be awarded to the Texas City Future Farmer of America (Texas City FFA).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:**

**SECTION 1:** That the City Commission of the City of Texas City, Texas, approves the release of Commission Grant funds in the amount of \$5,000.00 to be awarded to the Texas City Future Farmer of America (Texas City FFA).

**SECTION 2:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 19th day of October 2022.**

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Dedrick D. Johnson, Sr. Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

(7) (j)

**Meeting Date:** 10/19/2022

Commission Community Grant Award to the Texas City Citizen Police Academy Alumni Associatio

**Submitted For:** Dedrick Johnson, Mayor's Office

**Submitted By:** Titilayo Smith, Community Development, Housing Autho

**Department:** Mayor's Office

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**Information**

**ACTION REQUEST**

Approve the award of \$3,000 to the Texas City Citizen Police Academy Alumni Association under the Commissioners Community Grant Fund sponsored by Commissioner At-Large Abel Garza.

**BACKGROUND (Brief Summary)**

The purpose of the TCCPAAA is to enhance relations between the community of Texas City and the Police Department. Last year, the TCPD held a family bike rodeo which was a combination bike ride and bike giveaway. This is now an annual event. One of the principal donors from last year is unable to assist this year. This award will help to purchase bikes and safety equipment for this year's participants.

**RECOMMENDATION**

It is recommended that this award be approved as requested.

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**Fiscal Impact**

**Attachments**

Grant Fund Application

attachment

Resolution

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# Texas City Commissioners Community Grant Fund Application

*\*This grant application is to be completed and submitted to the Mayor by a member of the Texas City Commission.*

Abel Garza  
Name of Sponsoring Commissioner

City of T.C. - At Large  
District

Texas City Citizen Police Academy Alumni Association  
Name of Benefiting Organization

501c3 04-3674629  
Tax Exempt / 501c3 Nonprofit Status Number

Amount Requested: \$3,000.00

Date: 10/08/22

Statement of Purpose and benefit to the Citizens of Texas City: The purpose of the TCC PAAA is to enhance relations between the community of T.C. and police department. Last year, the TCPD held a family bike rodeo which was a combination bike ride and bike give away. This is now an annual event. One of our principal donors from last year will be unable to assist this year. This \$3,000.00 will help to purchase bikes and safety equipment for this year's participants.

Other Sources of Funding This Organization is Currently Receiving: TCC PAA relies solely on member dues, donations, and fundraisers to support police/community relationship building events.

*\*Please note that the submission of this application does not guarantee an allocation of funds. The awarding of this grant is contingent upon several factors, including, but not limited to those it being a qualifying organization, funds availability, purpose of funds requested, and final commission approval.*

DocuSigned by:  
Dedrick D...  
8253857236FC448...

10/11/2022

October 14, 2022

Mr. Abel Garza  
Commissioner at Large  
City of Texas City  
1801 9<sup>th</sup> Avenue N.  
Texas City, TX 77592

Dear Mr. Garza,

For over 20 years, the Texas City Citizen Police Academy Alumni Association has served the city of Texas City as a non-profit 501.c.3 organization. The purpose of the TCCPAAA is to enhance the relations between the community and the police department, which is extremely important in today's society when many cities are struggling to do the same.

Last year one of our most popular relationship building events was titled the Texas City Family Bike Rodeo. Here the police and community participated in a huge bike give away, bike safety training, bike testing and repairs, games, food, a DJ, as well as family bike ride along Skyline Drive. There were over 200 visitors and officers who participated in this event. At the event, over 100 bicycles, bike helmets, and other safety equipment were given away.

Due to the overwhelming interest, the TCCPAAA decided to make this an annual event for Texas City. Our next Family Bike Rodeo is slated for early April, 2023. The TCCPAAA relies solely on member dues, donations, fundraisers and generous volunteers. Due to another commitment, one of our principal donors from last year will not be able to participate or assist us this year. We are requesting a donation of \$3,000.00 to help supplement what we lost from this principal donor. These funds will help us purchase new bicycles and safety equipment to give away to less fortunate families.

Thank you for the opportunity of requesting funding. If you need additional information, please contact me.

Sincerely,

Paul Gonzales  
Interim President TCCPAAA  
paulgonzales1120@yahoo.com  
409/789-3777

**RESOLUTION NO. 2022-109**

**A RESOLUTION APPROVING THE RELEASE OF COMMISSION GRANT FUNDS AVAILABLE ON BEHALF OF COMMISSIONER AT-LARGE, ABEL GARZA, JR., IN THE AMOUNT OF \$3,000.00 TO THE TEXAS CITY CITIZEN POLICE ACADEMY ALUMNI ASSOCIATION (TCCPAAA); AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, Commissioner At-Large Abel Garza, Jr. requests the approval and release of Commission Grant funds in the amount of \$3,000.00 to be awarded to the Texas City's Citizen Police Academy Alumni Association.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:**

**SECTION 1:** That the City Commission of the City of Texas City, Texas, approves the release of Commission Grant funds in the amount of \$4,000.00 to be awarded to the Texas City's Citizen Police Academy Alumni Association (TCCPAAA).

**SECTION 2:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 19th day of October 2022.**

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Dedrick D. Johnson, Sr. Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

(7) (k)

**Meeting Date:** 10/19/2022

Virtual Server System Refresh

**Submitted For:** Robert Turner, Information Technology

**Submitted By:** Robert Turner, Information Technology

**Department:** Information Technology

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**Information**

**ACTION REQUEST**

Approve purchase of HPE Compute, Storage, and Networking components from CDW-G.

**BACKGROUND (Brief Summary)**

Purchase of a virtual server system from CDW-G. This is a HPE product consisting of 4 compute server nodes, a Nimble storage array, Aruba network switches, and associated parts and cables. Purchase is a Texas DIR contract purchase (DIR-TSO-4160) in the amount of \$278,073.77. Funds are included in the FY 2023 budget under Information Technology.

**RECOMMENDATION**

It is the recommendation of Information Technology that this purchase from CDW-G in the amount of \$278,073.77 be approved.

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**Fiscal Impact**

**Attachments**

HPE-BOM-FINAL

DIR-TSO-4160 CONTRACT

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\$ 278,073.77

<b>CUSTOMER:</b> City of Texas City	<b>Account Manager: Alyssa McArthur-Guzman</b>  <b>Contract: HP DIR DIR-TSO-4160</b>	<b>Quote Date:</b> 10/7/2022
<b>CONTACT:</b> Robert Turner		<b>Prep by:</b> Alyssa McArthur-Guzman
<b>ADDRESS:</b> 1004 9th ave n Texas City TX 77590		<b>Phone:</b> 312-547-2602
<b>QUOTE #</b> HPE Final BOM		<b>Email:</b> <a href="mailto:alysmca@cdwg.com">alysmca@cdwg.com</a>
<b>REV #:</b>		

QTY	PART #	DESCRIPTION	UNIT COST	EXT. COST
1	ROR08A	HPE ProStack Base Config Trk Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 0.18	\$ 0.18
1	P9K48A	HPE 42U 800x1200 Ent G2 NW Shock Rack Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 6,163.09	\$ 6,163.09
4	P38471-B21	HPE DL325 G10+ v2 8SFF CTO Svr Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 1,345.75	\$ 5,383.01
4	P38471-B21#ABA	HPE DL325 G10+ v2 8SFF CTO Svr Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
4	P38711-B21	AMD EPYC 7313P CPU for HPE Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 265.64	\$ 1,062.58
4	P38711-B21#0D1	Factory integrated Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
32	P07650-B21	HPE 64GB 2Rx4 PC4-3200AA-R Smart Kit Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 613.15	\$ 19,620.86
32	P07650-B21#0D1	Factory Integrated Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
4	P38473-B21	HPE DL325 G10+ v2 8SFF SAS/SATA FIO Kit Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 33.31	\$ 133.25
4	P12965-B21	HPE NS204-p Gen10+ Boot Ctrlr Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 315.98	\$ 1,263.94
4	P12965-B21#0D1	Factory Integrated Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
4	P26262-B21	BCM 57414 10/25GbE 2p SFP28 Adptr Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 202.78	\$ 811.10
4	P26262-B21#0D1	Factory Integrated Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -

4	P10115-B21	BCM 57414 10/25GbE 2p SFP28 OCP3 Adptr Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 210.84	\$ 843.36
4	P10115-B21#0D1	Factory Integrated Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
4	P41471-B21	HPE DL325 G10+ v2 Std FIO Fan Kit Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 79.56	\$ 318.24
8	P38995-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 89.75	\$ 717.98
8	P38995-B21#0D1	HPE 800W II FS Plat HtPlg Pwr Supply Kit Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
4	BD505A	HPE ILO Adv 1-svr Lic 3yr Support Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 229.62	\$ 918.48
4	BD505A#0D1	Factory Integrated Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
4	P45916-B21	MS WS22 16C DC FIO Npi WW SW Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 5,024.29	\$ 20,097.17
4	P39134-B21	HPE DL325 G10+ v2 SATA FIO CBI Kit Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 55.76	\$ 223.06
4	875519-B21	HPE Bezel Lock Kit Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 22.88	\$ 91.54
4	875519-B21#0D1	Factory Integrated Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
4	P14604-B21	HPE Gen10+ Intrusion Detection Kit Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 16.98	\$ 67.92
4	P14604-B21#0D1	Factory Integrated Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
4	P18547-B21	HPE DL325 Gen10+ Bezel Kit Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 171.36	\$ 685.44
4	P18547-B21#0D1	Factory integrated Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -

4	P26485-B21	HPE DL300 G10+ 1U SFF Easy Inst Rail Kit Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 55.03	\$ 220.13
4	P26485-B21#0D1	Factory integrated Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
4	P26489-B21	HPE DL300 Gen10+ 1U CMA for Rail Kit Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 30.08	\$ 120.34
4	P26489-B21#0D1	Factory integrated Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
4	P41197-B21	HPE DL325 G10+ v2 High Perf FIO HS Kit Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 64.61	\$ 258.43
4	R8E93A	HPE NS dHCI w/ Add Cust ESXi 7.0 FIO SW Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 0.18	\$ 0.72
2	R9F64A	Aruba 8325-48Y8C Prt2Pwr Bdl HPE Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 22,017.91	\$ 44,035.82
2	R9F64A#ABA	Aruba 8325-48Y8C Prt2Pwr Bdl HPE US en Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
2	ROZ25A	Aruba 100G QSFP28 to QSFP28 1m DAC Cable Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 195.84	\$ 391.68
1	P9L16A	HPE G2 Rack 42U 1200mm Side Panel Kit Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 977.88	\$ 977.88
18	JL488A	Aruba 25G SFP28 to SFP28 3m DAC Cable Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 147.35	\$ 2,652.26
4	AF595A	HPE 3.0M Blue CAT6 STP Cable Data Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 23.06	\$ 92.26
4	J8177D	Aruba 1G SFP RJ45 T 100m Cat5e XCVR Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 120.84	\$ 483.36
2	J9151E	Aruba 10G SFP+ LC LR 10km SMF XCVR Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 1,424.32	\$ 2,848.63
4	JL484A	Aruba 25G SFP28 LC SR 100m MMF XCVR Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 505.56	\$ 2,022.24

4	QK734A	HPE Premier Flex LC/LC OM4 2f 5m Cbl Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 55.81	\$ 223.25
1	HU4A6A5	HPE 5Y Tech Care Essential SVC Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
4	HU4A6A5#ZT4	HPE DC-16C ROK/FIO Support Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 9,992.00	\$ 39,968.02
2	HU4A6A5#ZNE	HPE Aruba 8325-48 SW Support Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 15,847.26	\$ 31,694.52
4	HU4A6A5#ZSC	HPE Proliant DL325 Gen10 Plus V2 Support Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 1,390.73	\$ 5,562.91
4	HU4A6A5#R2M	HPE iLO Advanced Non Blade Support Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 36.90	\$ 147.60
1	HA124A1	HPE Technical Installation Startup SVC Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
1	HA124A1#5WX	HPE Nimble Storage dHCI Base Deploy SVC Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 8,959.68	\$ 8,959.68
2	HB983A1	HPE Installation Comm Svrs Hourly SVC Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 158.63	\$ 317.26
1	R4S84A	HPE NS dHCI HF40 Adapt DC CTO Base Array Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 19,084.46	\$ 19,084.46
2	R3Q00A	HPE NS 2x25GbE 2p SFP28 FIO Adptr Kit Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 1,552.32	\$ 3,104.64
1	Q8B55B	HPE NS HF40/60 Hybrid 84TB FIO HDD Bndl Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 11,642.40	\$ 11,642.40
2	Q8J27A	HPE NS C13 to C14 FIO Power Cord Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 0.18	\$ 0.36
1	R0P04A	HPE NS HF40/60 8.64TB FIO Cache Bndl Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 12,592.14	\$ 12,592.14
1	R3P91A	HPE Tier 1 Storage Array Standard Trk Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 0.18	\$ 0.18



**STATE OF TEXAS  
DEPARTMENT OF INFORMATION RESOURCES**

**CONTRACT FOR PRODUCTS AND RELATED SERVICES**

**Hewlett Packard Enterprise Company**

**1. Introduction**

**A. Parties**

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Hewlett Packard Enterprise Company (hereinafter "Vendor"), with its principal place of business at 300 Hanover Street, Palo Alto, CA 94304.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-417, on 1/12/2018, for *Hewlett-Packard Manufacturer Branded Hardware, Software, Cloud and Related Services and Services*. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-417 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Software Licensing and Software and Hardware Support Agreement; Appendix E, SaaS and NonStop Products and Services Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-417, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-417, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with two (2) optional two-year renewal periods. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

**3. Product and Service Offerings**

**A. Products**

Products available under this Contract are limited to servers, storage, networking products and Related Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

**B. Services**

Services available under this Contract are limited to HPE branded technical and technology Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

**4. Pricing**

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

**5. DIR Administrative Fee**

**A)** The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three quarters of one percent (0.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

**B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly A Parker, CTPM, CTCM  
Director, Cooperative Contracts  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-1647  
Facsimile: (512) 475-4759  
Email: [kelly.parker@dir.texas.gov](mailto:kelly.parker@dir.texas.gov)

If sent to the Vendor:

Mary A. Reuss  
Hewlett Packard Enterprise Company

US Federal and SLED Contracts Office  
 One Discovery Square  
 12010 Sunset Hills Rd, 3rd Floor  
 Reston, VA 20190  
 Phone: (512) 319-0011  
 Email: mary.reuss@hpe.com

## 7. Software License, Service and Leasing Agreements

### A. Software License Agreement

1) Customers acquiring software licenses under the Contract shall hold, use and operate such software subject to compliance with the Software Licensing and Software and Support Agreement set forth in Appendix D of this Contract. No changes to the Software Licensing and Software and Hardware Support Agreement terms and conditions may be made unless previously agreed to between Vendor and DIR. Customers may not add, delete or alter any of the language in Appendix D; provided however, that the Customer and Vendor may agree to additional terms and conditions that do not diminish a term or condition in the Software Licensing and Software and Hardware Support Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Vendor. Order Fulfiller shall make the Software Licensing and Software and Hardware Support Agreement terms and conditions available to all Customers at all times.

2) Compliance with the Software Licensing and Software and Hardware Support Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software Licensing and Software and Hardware Support Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the Software Licensing and Software and Hardware and Support Agreement terms and conditions.

### B. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor for HPE Branded Software. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms. If the Customer does not agree with the license terms, then Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher which the parties shall agree to in writing.**

### C. Service Agreements

Services provided under this Contract shall be in accordance with the Software Licensing and Software and Hardware Support Agreement as set forth in Appendix D and the SaaS and NonStop Products and Services Agreement as set forth in Appendix E of this Contract. No changes to the Software Licensing and Software and Hardware Support Agreement or the SaaS and NonStop Products and Services Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

**D. Master Lease Agreement**

DIR and Vendor agree that a Master Lease Agreement may be added to the Contract by amendment upon agreement of terms and conditions of both parties.

**E. Conflicting or Additional Terms**

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not, without prior written agreement from Customer's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

**8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Products and Related Contracts, as listed below are hereby added as follows:**

**A. Section 3. Definitions** is hereby replaced in its entirety as follows:

**A. Customer** - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by

Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

- 1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
  - 2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
  - 3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
  - 4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
  - 5) A local workforce development board created under Section 2308.253;
  - 6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
  - 7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
  - 8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
  - 9) A nonprofit organization that provides affordable housing.
- B. Compliance Check** – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.
- C. Contract** – the document executed between DIR and Vendor into which this Appendix A is incorporated.
- D. CPA** – refers to the Texas Comptroller of Public Accounts.
- E. Day** - shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.
- F. Order Fulfiler** – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.
- G. Purchase Order or Order** - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
- H. State** – refers to the State of Texas.
- I. Affiliate** of a party means an entity controlling, controlled by, or under common control with, that party.
- J. HPE Branded** means Products and Services bearing a trademark or service mark of any Hewlett Packard Enterprise Company or Affiliate.
- K. Product** means hardware and software listed in DIR-TSO-4160 Appendix C Pricing Index at

the time of HPE's acceptance of Customer purchase order, and including products that are modified, altered, or customized to meet Customer requirements ("Custom Products") only if the Custom Support Service is detailed and listed in accordance with Appendix C Pricing Index.

- L. Technical Service** means integration or other technical or customizable services performed by HPE under a Statement of Work or other Supporting Materials only if the Technical Service is detailed and listed in accordance with Appendix C Pricing Index.
- M. Service** means Support and Technical Services as detailed and listed in accordance with Appendix C Pricing Index.
- N. Specification** means technical, information about Products published in HPE Product manuals, user documentation, and technical data sheets in effect on the date HPE delivers Products to Customer.
- O. Support** means hardware maintenance and repair, software maintenance, training, installation and configuration, and other standard support services provided by HPE, and includes "Custom Support," which is any agreed non-standard Support as described in a Statement of Work only if the Custom Support Service is detailed and listed in accordance with Appendix C Pricing Index.
- P. Supporting Material** may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and Statements of Work, published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated Vendor website.

**B. Section 4. General Provisions, B. Modification of Contract Terms and/or Amendments, 2)** is hereby replaced in its entirety as follows:

**2)** Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order or Statement of Work and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

**C. Section 5. Intellectual Property Matters, A. Definitions, 1)** is hereby replaced in its entirety as follows:

**1)** "Work Product" or "Deliverables" means any and all Deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible items or things that have been prepared, created, developed, invented or conceived at any time following the effective date of the Contract.

**D. Section 5. Intellectual Property Matters, A. Definitions, 3)** is hereby replaced in its entirety as follows:

**3)** "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables.

**E. Section 5. Intellectual Property Matters, A. Definitions, 4)** is hereby replaced in its entirety as follows:

**4)** "Third Party IP" means the Intellectual Property Rights of any third party not a party to this Contract.

**F. Section 5. Intellectual Property Matters, A. Definitions, 5)** is hereby replaced in its entirety as follows:

**5)** "Vendor IP" means, as between Vendor and Customer, Vendor's ownership of all materials, software (whether written or machine-readable) and the copyrights, patents, trademarks, trade secrets and all other (a) owned by or licensed to Vendor or one of its Affiliates prior to the Effective Date of the Contract; (b) all Intellectual Property Rights developed by Vendor or one of its Affiliates outside the scope of this Contract, and (c) all modifications, enhancements, and derivative works thereof.

**G. Section 5. Intellectual Property Matters, B. Ownership** is hereby replaced in its entirety as follows:

**B. Ownership**

As between Vendor and Customer,

- a)** The Deliverable(s) and all Intellectual Property Rights associated with the Deliverable(s) will be owned by the Vendor at creation and will not be considered works made for hire. The Vendor grants to the Customer a non-exclusive, royalty-free, site-wide, irrevocable license to use, copy, and distribute the Deliverable(s) and related documentation according to the terms and conditions of this Contract and Supporting Materials. For the purposes of this license, "site-wide" includes any Customer office regardless of its physical location. Customer may further sublicense those Deliverables to its Affiliates or third party service providers, strictly in furtherance of Customer's internal use.
- b)** Customer may modify the Deliverable(s) and may combine such with other programs or materials to form a derivative work. Customer will own and hold all copyright, trademark, patent and other intellectual property rights in any derivative work, excluding any rights or interest in the Deliverable(s) other than those granted in this Contract.
- c)** The Customer may copy the Deliverable(s) to multiple hard drives or networks.
- d)** The Customer may copy the Deliverable(s) in the course of routine backups for the purpose of recovery.
- e)** In the event that the Vendor ceases to conduct business, or ceases to support the Deliverable(s), the Customer's license will not cease. The license may be terminated if used in a manner that would violate the terms of this Contract and Supporting Material.
- f)** Notwithstanding the license grants, any Third Party IP incorporated into any licensed Deliverable(s) will be subject to the license terms applicable to such Third Party IP.
- g)** The Customer and the Vendor will continue to own their respective Intellectual Property Rights developed before entering into the Contract or developed outside the scope of this Contract, and all modifications or derivative works thereof. Any software

licensed through the Vendor and sold to the Customer will be licensed directly to the Customer.

**H. Section 5. Intellectual Property Matters, C. Further Actions** is hereby replaced in its entirety as follows:

**C. Further Actions**

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of applicable Intellectual Property Rights in the Work Product to Customer including but not limited to the execution, acknowledgement and delivery of such further documents in a form agreed by the parties.

**I. Section 5. Intellectual Property Matters, D. Waiver of Moral Rights** is hereby replaced in its entirety as follows:

**D. Waiver of Moral Rights**

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in any portion of the Work Product that contains "Customer" content, which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

**J. Section 5. Intellectual Property Matters, E. Confidentiality** is hereby replaced in its entirety as follows:

**E. Confidentiality**

In the performance of the Services hereunder, either party may receive or have access to documents, technical information, information about product plans and strategies, promotions, customers, and related technical, financial or business information, which the disclosing party considers to be the confidential information of that party or its third party contractors or suppliers ("Confidential Information"). The following will apply to any such Confidential Information to the extent consistent with the Texas Public Information Act and its trade secret exemptions:

- 1) Before any Confidential Information is disclosed, the parties will first agree to disclose and receive such information in confidence. If then disclosed, the Confidential Information will be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, will be designated as confidential in a writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure;
- 2) Confidential Information may be used by the receiving party only with respect to

the performance of its obligations under this Contract, and only by the employees or contractors of the receiving party and its employees, agents or contractors who have a need to know such information for purposes of this Contract. The receiving party will protect, and will ensure that its employees, agents and contractors will protect, the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the receiving party uses to protect its own confidential information of a like nature;

**3)** The receiving party's confidentiality obligation will be for a period of three (3) years after the date of disclosure. IF CUSTOMER REQUIRES ITS'CONFIDENTIAL INFORMATION TO BE PROTECTED BEYOND THIS PERIOD, CUSTOMER MUST NEGOTIATE FURTHER TERMS WITH VENDOR, INCLUDING CERTIFICATION AS COMPLETELY RETURNED OR DESTROYED.

- 4)** The confidentiality obligations of the parties will not extend to information that:
- a)** was in the receiving party's possession before receipt from the disclosing party;
  - b)** is or becomes publicly known without breach by the receiving party;
  - c)** is rightfully received by the receiving party from a third party without a duty of confidentiality;
  - d)** is independently developed or learned by the receiving party;
  - e)** is disclosed by the receiving party with the disclosing party's prior written approval; or
  - f)** is required to be disclosed pursuant to the Texas Public Information Act and its trade secret exemptions.

**K. Section 5. Intellectual Property Matters, I. Third-Party Underlying and Derivative Works** is hereby replaced in its entirety as follows:

**I. Third-Party Underlying and Derivative Works**

In all instances, in its' SOW or quote, and before contracting with a customer the Vendor will disclose the use or incorporation of any Third Party IP into the Work Product or Deliverables and a description of the ownership and use rights that will be provided to the Customer. At the time of delivery, the Vendor will provide in writing the name and use of any Third Party IP, including information regarding the Vendor's authorization to include and utilize such Third Party IP. The notice shall include a copy of any ownership agreement or license that authorizes the Vendor to use the Third Party IP, If Vendor procures any Third Party IP for the State, then Vendor must assign or otherwise transfer to the State, or afford the State the benefits of, any license rights, including the manufacturer's warranty, for the Third Party IP.

**L. Section 5. Intellectual Property Matters, J. Agreement with Subcontracts** is hereby replaced in its entirety as follows:

**J. Agreement with Subcontracts**

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any

employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request. Vendor may redact confidential information, but in any event must provide copies sufficient to ensure Vendor's compliance with this section.

**M. Section 5. Intellectual Property Matters, L. Vendor Development Rights** is hereby replaced in its entirety as follows:

**L. Vendor Development Rights**

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials.

**N. Section 7. Contract Fulfillment and Promotion, C. Product Warranty and Return Policies** is hereby replaced in its entirety as follows:

**C. Product Warranty and Return Policies**

Order Filler will adhere to the Vendor's then-currently published policies concerning Product warranties and returns. Product warranty and return policies for Customers will not be more restrictive than warranty and return policies for other similarly situated Customers for like products, or more costly consistent with section 8.C.3.

**O. Section 8. Pricing, Purchase Orders, Invoices, and Payments, C. Customer Price, 3)** is hereby replaced in its entirety as follows:

**3)** During the Contract term, if pricing for products, specific product configurations, or services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Texas Customer who is not purchasing those products, specific product configurations, or services under this Contract or (ii) to any other entity or consortia authorized by Texas law to sell said products and services to eligible Texas Customers, under like terms and conditions provided for the State for those commodities and services under this Contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement only applies to products, specific product configurations, or services quoted by Vendor for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. To the extent that either party identifies and confirms that better pricing is offered by Contractor in accordance with this section, both parties will utilize best efforts to amend this Contract within ten (10) days to reflect the lower price. Any Contract price changes pursuant to this section shall be effective for all transactions between Vendor and DIR Customers entered into on or after the date that the transaction, including the lower price was identified.

- P. Section 10. Vendor Responsibilities, A. Indemnification, 2)** is hereby replaced in its entirety as follows:

**2) Acts or Omissions**

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

- Q. Section 10. Vendor Responsibilities, A. Indemnification, 3) Infringements, a)** is hereby replaced in its entirety as follows:

**a)** VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND CUSTOMERS, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS, WHICH PERTAIN TO HPE BRANDED PRODUCTS AND SERVICES, INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES, VENDOR-NEGOTIATED SETTLEMENT AMOUNTS, AND COURT-AWARDED DAMAGES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

- R. Section 10. Vendor Responsibilities, A. Indemnification, 3) Infringements, b)** is hereby replaced in its entirety as follows:

**b)** Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement, or (vi) use of the product or service in combination with product or services not provided under the Contract.

- S. Section 10. Vendor Responsibilities, A. Indemnification, 3) Infringements, d)** is hereby added in its entirety as follows:

**d)** Vendor will transfer to Customer any third party intellectual property infringement indemnification for non-HP Branded Products, Software, and Services delivered under the Contract and transferable to Customer.

- T. Section 10. Vendor Responsibilities, K. Limitation of Liability** is hereby replaced in its entirety as follows:

**K. Limitation of Liability**

For any claims or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for any indirect, punitive, special, or consequential costs or damages whether arising in contract, tort (including negligence) or otherwise, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the greater of \$1,000,00 or a sum equal to three (3) times the total amount paid to Vendor by Customer for all Orders placed by Customer under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement as set forth in Appendix A, Section 10.A.3 ("Infringements").

- U. Section 11. Contract Enforcement, B. Enforcement, 1) Termination for Non-Appropriation by Customer,** is hereby replaced in its entirety as follows:

**1) Termination for Non-Appropriation**

**a) Termination for Non-Appropriation by Customer**

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments, ; ii) by the Texas legislature on behalf of state agencies; or 111) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Customer will make reasonable efforts to provide Vendor with (30) calendar days written notice of intent to terminate however, failure to do so will not change Customer's liability or responsibility as set forth in 11.B.1.b., below. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

**b) Termination for Non-Appropriation by DIR**

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature, or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract (except for Products shipped and Support and Services performed to the extent funds are available for payment), nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

**V. Section 11. Contract Enforcement, B. Enforcement, 4) Termination for Cause, b)** is hereby replaced in its entirety as follows:

**b) Purchase Order**

Customer or Order Fulfiller may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with 4.b.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

**W. Section 14. Additional Terms** are hereby added in its entirety as follows:

**14. Additional Terms****A. Products**

**a) Title.** Risk of loss or damage and title for Hardware Products will pass upon delivery to, and acceptance by, Customer or its designee. Where permitted by law, Vendor retains a security interest in Products sold until full payment is received.

**b) Delivery.** Vendor will use all commercially reasonable efforts to deliver Products in a timely manner. Vendor may elect to deliver Software and related product/license information by electronic transmission or via download.

**c) Installation.** If Vendor is providing installation with the Product purchase, Vendor's site guidelines (available upon request) will describe Customer requirements. Vendor will conduct its standard installation and test procedures to confirm completion and acceptance by customer.

**d) Product Performance.** All HPE Branded Hardware Products are covered by Vendor's limited warranty statements that are provided with the products or

otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of Vendor installation, or (where Customer delays Vendor installation) at the latest 30 days from the date of delivery. Non-Vendor branded products receive warranty coverage as provided by the relevant third party supplier.

**e) Product Warranty Claims.** When Vendor receives a valid warranty claim for a Vendor Hardware or Software Product, Vendor will either repair the relevant defect or replace the Product. If Vendor is unable to complete the repair or replace the Product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to Vendor (if Hardware) or upon written confirmation by Customer that the relevant Software product has been destroyed or permanently disabled. Vendor will pay for shipment of repaired or replaced Hardware or Software Products to Customer. If under warranty, shipment cost will be Vendor's responsibility.

## **B. Services**

**a) Technical Services.** Vendor will deliver any ordered Technical, training or other Services as described in the applicable Supporting Material.

**b) Technical Services Acceptance.** The acceptance process (if any) will be described in the applicable Supporting Material, will apply only to the Deliverables specified, and shall not apply to other Products or Services to be provided by Vendor.

**c) Services Performance.** Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such Service concerns and Vendor will re-perform any Service that fails to meet this standard.

**d) Services with Deliverables.** If Supporting Material for Services defines specific Deliverables, Vendor warrants those Deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies Vendor of such a non-conformity during the 30-day period, Vendor will promptly remedy the impacted Deliverables or refund to Customer the fees paid for those deliverables and Customer will return those Deliverables to Vendor via freight pre-paid and charged to Vendor.

**e) Dependencies.** Vendor's ability to deliver Services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the Services.

**f) Change Orders.** Vendor and Customer each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of Services and in dealing with issues that may arise. Requests to change the scope of Services or Deliverables will require a change order signed by both parties.

## **C. Support Services**

HPE's support services will be described in the applicable Supporting Material, which will cover the description of HPE's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported.

## **D. Eligibility**

HPE's service, support and warranty commitments do not cover claims resulting from:

- a) improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
- b) Modifications or improper system maintenance or calibration not performed by HPE or authorized by HPE;
- c) failure or functional limitations of any non-HPE software or product impacting systems receiving HP support or service;
- d) malware (e.g. virus, worm, etc.) not introduced by HPE; or
- e) abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HPE's control.

**F. Compliance With Laws**

Each party shall, in the performance of all of its rights and obligations under this Contract, comply with all applicable laws.

**G. Remedies**

HPE specifically disclaims implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

*Remainder of page intentionally left blank*

This Contract is executed to be effective as of October 2, 2018.

**Hewlett Packard Enterprise Company**

**Authorized By:** Signature on File

**Name:** Mary A. Ruess

**Title:** Contract Negotiator

**Date:** September 25, 2018

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Hershel Becker

**Title:** Chief Procurement Officer

**Date:** September 30, 2018

**Office of General Counsel:** DB September 28, 2018

**CITY COMMISSION REGULAR MTG**

**(8) (a)**

**Meeting Date:** 10/19/2022

Police Fleet Vehicles

**Submitted For:** Joseph Stanton, Police Department

**Submitted By:** David Fairchild, Police Department

**Department:** Police Department

---

**Information**

**ACTION REQUEST**

Request the approval for the purchase of thirteen vehicles for the Police Department fleet.  
(Police Department)

**BACKGROUND (Brief Summary)**

The Police Department purchases police vehicles annually to maintain the fleet and eliminate aging vehicles. We have several vehicles that are turning ten years old and becoming mechanically unsound. This year the Police Department is requesting a total of thirteen new police vehicles in the amount of \$678,645.00:

- 1 K9 Ford Explorer police package
- 5 Patrol Ford Explorers police package
- 3 Ford F-150 Responder Trucks for Criminal Investigations Division
- 2 Ford F-150 Responder Trucks for Lieutenants
- 2 Ford F-150 Responder Trucks for Administration

These vehicles are included in the adopted fiscal year 2022/2023 budget. Due to an increase in the quoted price, a budget amendment will be necessary.

**RECOMMENDATION**

The Chief of Police and the administration recommend the purchase of the thirteen police vehicles.

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**Fiscal Impact**

**Attachments**

Resolution

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**PRODUCT PRICING SUMMARY**

**TIPS USA 210907 Automobiles**

**VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

End User: TEXAS CITY K9 Prepared by: SETH GAMBLIN  
 Contact: \_\_\_\_\_ Phone: 512.436.1313  
 Email: \_\_\_\_\_ Email: [SGAMBLIN.SILSBEEFLEET@GM](mailto:SGAMBLIN.SILSBEEFLEET@GM)  
 Product Description: FORD POLICE INTERCEPTOR UTILITY AWD Date: October 7, 2022

A. Bid Item: \_\_\_\_\_ A. Base Price: \$ **45,776.00**

**B. Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
K8A	2023 FORD PIU DIRECT-INJECTION	\$ 1,195.00	17A	AUX AIR	\$ 610.00
99C	3.0L V6 ECOBOOST	\$ 790.00	61B	OBD-II SPLITER	\$ 55.00
86T	TAIL LAMP/POLICE HOUSING	\$ 60.00	55B	BLIS BLIND SPOT MONITORING	\$ 545.00
43D	DARK CAR	\$ 25.00	76R	REVERSE SENSING	\$ 275.00
55F	KEY FOB	\$ 340.00			
60A	GRILLE LED LIGHTS, SIREN/SPEAKER W/	\$ 50.00			
51R	DRIVER ONLY LED SPOT LAMP	\$ 395.00			

Total of B. Published Options: \$ **4,340.00**

Published Option Discount (5%) \$ **-**

**C. Additional Options**

\$= 35.3 %

Options	Bid Price	Options	Bid Price
SILSBEE FLEET IBSTALL	\$ 16,186.46		\$ -
WHITE DOOR PAINT & ROOF	\$ 1,495.00		

Total of C. Unpublished Options: \$ **17,681.46**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ **250.00**

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **-**

F. Contract Price Adjustment: \_\_\_\_\_

G. Additional Delivery Charge: 115 miles \$ **201.25**

H. Subtotal: \$ **68,248.71**

I. Quantity Ordered 1 x K = \$ **68,248.71**

J. Trade in: \_\_\_\_\_ \$ **-**

K. \_\_\_\_\_

L. Total Purchase Price \$ **68,248.71**





**PRODUCT PRICING SUMMARY**

**TIPS USA 210907 Automobiles**

**VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

End User: TEXAS CITY PATROL Prepared by: SETH GAMBLIN  
 Contact: \_\_\_\_\_ Phone: 512.436.1313  
 Email: \_\_\_\_\_ Email: [SGAMBLIN.SILSBEEFLEET@GMA](mailto:SGAMBLIN.SILSBEEFLEET@GMA)  
 Product Description: FORD POLICE INTERCEPTOR UTILITY AWD Date: October 7, 2022

A. Bid Item: \_\_\_\_\_ A. Base Price: \$ 45,776.00

**B. Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
K8A	2023 FORD PIU DIRECT-INJECTION	\$ 1,195.00	17A	AUX AIR	\$ 610.00
99C	3.0L V6 ECOBOOST	\$ 790.00	61B	OBD-II SPLITER	\$ 55.00
86T	TAIL LAMP/POLICE HOUSING	\$ 60.00	55B	BLIS BLIND SPOT MONITORING	\$ 545.00
43D	DARK CAR	\$ 25.00	76R	REVERSE SENSING	\$ 275.00
55F	KEY FOB	\$ 340.00			
60A	GRILLE LED LIGHTS, SIREN/SPEAKER WITH	\$ 50.00			
51R	DRIVER ONLY LED SPOT LAMP	\$ 395.00			

Total of B. Published Options: \$ 4,340.00

Published Option Discount (5%) \$ -

**C. Additional Options**

\$= 30.2 %

Options	Bid Price	Options	Bid Price
SILSBEE FLEET IBSTALL	\$ 13,629.38	EXTERIOR- BLACK	\$ -
		INTERIOR - 96	
WHITE DOOR PAINT & ROOF	\$ 1,495.00		

Total of C. Unpublished Options: \$ 15,124.38

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ 250.00

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: \_\_\_\_\_

G. Additional Delivery Charge: 115 miles \$ 201.25

H. Subtotal: \$ 65,691.63

I. Quantity Ordered 5 x K = \$ 328,458.15

J. Trade in: \_\_\_\_\_ \$ -

K. \_\_\_\_\_

L. Total Purchase Price \$ 328,458.15

QUOTE

AGENCY TEXAS CITY  
 DATE QUOTED 7-Oct-22  
 SALESMAN SETH GAMBLIN

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
PATROL	5	2022 FORD PI UTILITY		
TSM.CC-20-UVLP-17	1	17" TROY CONSOLE		
TSM.AC-INBHG	1	INTERNAL CUP HOLDER		
TSM.AC-TB-ARM	1	ARM REST		
TSM.CM-SDMT-SL-LED	1	SIDE MOUNTED DOCKING STATION MOUNT		
TSM.KIT-TP-SL6U-BB-SS	1	TROY PARTITION WITH RECESS PANEL		
TSM.WG-20-FDUV-H-SET	1	WINDOW GUARD HORIZONTAL SET		
TSM.PS-20-UV-FXPL-OS-R	1	Plastic seat with OS belts, rear partition (square-hole), with fire compartment and AED compartment with lock and lid		
TSM.CP-UV20-CARGO	1	CARGO MOUNT W/GAS SHOCKS		
TSM.AC-20-UV-TRAY	1	ELECTRONICS TRAY		
TSM.DP-UV20-SET	1	DR & PASS DOOR PANEL SET		
BI.LSBD-3071GP-11	1	TEMPEST 54" DUO LIGHTBAR		
BI.M16-RW	1	VERSA MOUNT R/W (PB SIDE)		
BI.M16-BW	1	VERSA MOUNT B/W (PB SIDE)		
BI.M16-LB	2	L BRACKET		
BI.M16-RB	2	VERSA MOUNT R/B (QTR GLASS)		
BI.M16-LB	2	L BRACKET		
BI.M16-AR	1	VERSA MOUNT R/A (LIC PLATE)		
BI.M16-AB	1	VERSA MOUNT B/A (LIC PLATE)		
BI.M16-LPBL	1	LICENSE PLATE BRACKET		
BI.HZND4-1RB2W	1	4 LAMP LIGHTSTICK R/B (PB FRNT)		
BI.HZNRZ-LB	2	L BRACKET		
BI.HZRZ-MLB	2	MINI L BRACKET		
BI.SL209-B	1	COMPARTMENT LIGHT (REAR CARGO AREA)		
BI.JS-100	2	100W SIREN SPEAKER W/ BRACKET		
BI.SDP212-R	1	BROOKING SMART SIREN		
BI.HZND6-1RB2W	1	6 LAMP LIGHTSTICK (REAR GLASS)		
BI.FB10-GPC	1	FUSE BLOCK W/GROUNDING PAD		
WEI.WEI-004	1	DUAL WEAPON MNT		
R.5344T	1	STEEL TEXTURED PUSHBUMPER		
TES.453440	1	NMO MOUNT COAX		
TES.204468	1	800 MHz ANTENNA		
TES.55279	1	FME-MINI UHF ADAPTER		
MOT.HKN4192	1	MOTOROLA POWER CABLE		
HAV.CGX	1	HAVIS CHARGE GUARD		
		PARTS		
		INSTALLATION		
		SHOP SUPPLIES		
		FREIGHT		
		TOTAL		





**PRODUCT PRICING SUMMARY**

**TIPS USA 210907 Automobiles**

**VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

**End User:** TEXAS CITY POLICE DEPARTMENT

**Prepared by:** SETH GAMBLIN

**Contact:** \_\_\_\_\_

**Phone:** 512.436.1313

**Email:** \_\_\_\_\_

**Email:** [SGAMBLIN.SILSBEEFLEET@GMAIL.COM](mailto:SGAMBLIN.SILSBEEFLEET@GMAIL.COM)

**Product Description:** FORD F150 RESPONDER

**Date:** October 7, 2022

A. Bid Item: \_\_\_\_\_

A. Base Price: \$ 45,799.00

**B. Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
W1P	FORD 2023 RESPONDER 4X4 SHORT BED	\$ 1,995.00			
998	3.5L V6 ECOBOOST	\$ -			
44G	10 SPEED TRANS AUTO				
18B	BLACK PLATFORM RUNNING BOARDS	\$ 250.00			
53A	TRAILER TOW PACKAGE	\$ 1,075.00			
67P	REMOTE KEYLESS / WITH FOB	\$ 340.00			

Total of B. Published Options: \$ 3,660.00

Published Option Discount (5%) \$ (83.25)

**C. Unpublished Options**

\$= 19.9 %

Description	Bid Price	Options	Bid Price
SILSBEE FLEET INSTALL	\$ 9,862.63	EXTERIOR- BLACK	
		INTERIOR- PG MEDIUM EARTH GRAY	
		150A- EQUIPMENT GROUP	

Total of C. Unpublished Options: \$ 9,862.63

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ 250.00

F. Contract Price Adjustment: \_\_\_\_\_

G. Additional Delivery Charge: 115

\$ 201.25

H. Subtotal:

\$ 59,689.63

I. Quantity Ordered 7 x H =

\$ 417,827.41

J. Trade in: \_\_\_\_\_

\$ -

K. \_\_\_\_\_

L. Total Purchase Price

\$ 417,827.41

QUOTE

AGENCY TEXAS CITY  
 DATE QUOTED 7-Oct-22  
 SALESMAN SETH GAMBLIN

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
	1	2022 FORD RESPONDER		
TSM.CC-21F1-0709-OS	1	TROY CONSOLE		
TSM.AC-INBHG	1	DUAL CUP HOLDER		
TSM.AC-SIDEARM-6	1	ARM REST		
TSM.AC-MCM1	2	MIC CLIPS		
TSM.LOCKBOX-4	1	4" LOCKING STORAGE BOX FOR CONSOLE		
TSM.CM-SDMT-SL-LED	1	SIDE MOUNTED LAP TOP MOUNT		
HAV.DS-DELL-423	1	HAVIS CRADLE FOR LATITUDE 5420		
TSM.CP-T-US-D-BOX	1	UNDERSEAT GUN BOX		
SET.BK0534FDT21F150	1	SETINA PUSH BUMPER		
SO.EMPS2SMS4J	4	4" MPWR R/B (UNDER TAILGATE)		
SO.EMPS2STS4J	4	4" MPWR R/B (RUNNING BOARD)		
SO.PMP2BKDGAJ	4	MPWR BRACKET		
SO.EMPS2STS4J	2	4" MPWR R/B (GRILL)		
SO.PMP2BKDGAJ	2	MPWR BRACKET		
SO.ENFWBFTRKDUO	1	INTERIOR DUO LIGHTBAR		
C3.MTS835MCRABA	1	REAR DUO LIGHTSTICK		
C3.C3100U	1	100W SPEAKER AND BRACKET		
SO.ETSA481RSP	1	400 SERIES REMOTE SIREN		
SO.ETHFSSFV	1	WIGWAG (HEADLIGHT FLASHER)		
		PARTS		
		INSTALLATION		
		SHOP SUPPLIES		
		FREIGHT		
		TOTAL		



**RESOLUTION NO. 2022-107**

**A RESOLUTION AUTHORIZING THE PURCHASE OF THIRTEEN (13) POLICE VEHICLES FROM SILSBEE FORD THROUGH TIPS USA 210907 AUTOMOBILES IN THE AMOUNT OF \$678,645.00; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, this request is for the purchase of thirteen (13) vehicles for the Texas City Police Department; and

**WHEREAS**, the Texas City Public Works Department requests authorization for the purchase of:  
1 K9 Ford Explorer police package  
5 Patrol Ford Explorers police package  
3 Ford F-150 Responder Trucks for Criminal Investigations Division  
2 Ford F-150 Responder Trucks for Lieutenants  
2 Ford F-150 Responder Trucks for Administration

from Silsbee Ford through TIPS USA 21097 Automobile in the amount of \$678,645.00; and

**WHEREAS**, a budget amendment is requested due to an increase in vehicle prices from the vendor.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:**

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby authorizes the purchase of thirteen (13) vehicles for the Texas City Police Department from Silsbee Ford through TIPS USA 21097 Automobile in the amount of \$678,645.00, as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

**SECTION 2:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 19th day of October 2022.**

---

Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

---

Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(8) (b)**

**Meeting Date:** 10/19/2022

Amend fiscal year 2022-2023 budget

**Submitted For:** Laura Boyd, Finance

**Submitted By:** Laura Boyd, Finance

**Department:** Finance

**Information**

**ACTION REQUEST**

Consider and take action on Ordinance No. 2022-26, amending the City's fiscal year 2022-2023 budget to appropriate additional funds for purchase of Police Department vehicles.

**BACKGROUND (Brief Summary)**

In the fiscal year 2022-2023 budget, adopted by City Commission, the Police Department budget included 13 vehicles for \$678,645.00. Unfortunately, Ford Motor Company is no longer honoring the quotes received prior to budget adoption. The new quotes have increased the total price of the 13 vehicles by \$135,900.00. Please see the attached email from Police Department, the old quotes, and the new quotes.

Due to the significant price increase, a budget amendment is warranted. Funding will come from the Capital Equipment Replacement Fund unassigned fund balance.

**RECOMMENDATION**

Budget Amendment:

**Capital Equipment Replacement Fund (Fund 602) Police (Department 201):**

Operating Equipment & Vehicles \$135,900.00

Unassigned Fund Balance (\$135,900.00)

**Fiscal Impact**

**Attachments**

PD budget amendment

PD old quotes

PD new quotes

Ordinance

## Laura Boyd

---

**From:** David Fairchild  
**Sent:** Tuesday, October 11, 2022 9:13 AM  
**To:** Laura Boyd  
**Cc:** Joe Stanton  
**Subject:** 2023 Fleet

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Laura, I have a dilemma caused by the Ford motor vehicle company. In the budget we were approved to purchase new vehicles for 2023. I was in the process of getting on the agenda so a purchase order could be secured for the purchase. My source at Silsbee Ford advised I would need to obtain new quotes due to Ford increasing the prices of the vehicles. The quotes were obtained at the end of April 2022 to put our budget requests in on time. Normally these quotes are still good in October.

I received the new quotes and found that Ford increased their prices by approximately 10k per vehicle. The break down is:

5 Ford Explorer patrol vehicles quoted in April 2022 - \$56,673.48 each  
Increase - \$9,018.15 each  
New price - \$65,691.63 each

1 Ford Explorer K-9 patrol vehicle quoted in April 2022 - \$59,565.79 each  
Increase - \$8682.92 each  
New price - \$65,691.63 each

7 Ford Police Responder trucks quoted in April 2022 - \$48,869.49 each  
Increase - \$10,820.14 each  
New price - \$59,689.48 each

This is a total increase for the approved vehicles of \$135,889.35. This does not include the five vehicles Ford owes us from last budget year. We would have to pay the price increase for them as well. Ford is not honoring the quoted prices we sent them a purchase order for last year.

I need some guidance on this matter going forward. I can tell you I am currently exploring other options with other car manufacturers that make police package vehicles. Hopefully I can find one that has not increased their prices. If this option fails, other than paying the higher prices I'm at a loss.

Captain David Fairchild



**QUOTE**

<b>AGENCY</b>	<b>TEXAS CITY</b>
<b>DATE QUOTED</b>	<u>26-Apr-22</u>
<b>SALESMAN</b>	<u>SETH GAMBLIN</u>

PART NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	EXT PRICE
<b>K9</b>	<b>1</b>	<b>2022 FORD PI UTILITY</b>		
TSM.CC-20-UVLP-17	1	17" TROY CONSOLE		
TSM.AC-INBHG	1	INTERNAL CUP HOLDER		
TSM.AC-TB-ARM	1	ARM REST		
TSM.CM-SDMT-SL-LED	1	SIDE MOUNTED DOCKING STATION MOUNT		
TSM.CP-UV20-CARGO	1	CARGO MOUNT W/GAS SHOCKS		
TSM.AC-20-UV-TRAY	1	ELECTRONICS TRAY		
BI.LSBD-3071GP-11	1	TEMPEST 54" DUO LIGHTBAR		
BI.M16-RW	1	VERSA MOUNT R/W (PB SIDE)		
BI.M16-BW	1	VERSA MOUNT B/W (PB SIDE)		
BI.M16-LB	2	L BRACKET		
BI.M16-RB	2	VERSA MOUNT R/B (QTR GLASS)		
BI.M16-LB	2	L BRACKET		
BI.M16-AR	1	VERSA MOUNT R/A (LIC PLATE)		
BI.M16-AB	1	VERSA MOUNT B/A (LIC PLATE)		
BI.M16-LPBL	1	LICENSE PLATE BRACKET		
BI.HZND4-1RB2W	1	4 LAMP LIGHTSTICK R/B (PB FRNT)		
BI.HZNRZ-LB	2	L BRACKET		
BI.HZRZ-MLB	2	MINI L BRACKET		
BI.SL209-B	1	COMPARTMENT LIGHT (REAR CARGO AREA)		
BI.JS-100	2	100W SIREN SPEAKER W/ BRACKET		
BI.SDP212-R	1	BROOKING SMART SIREN		
BI.HZND6-1RB2W	1	6 LAMP LIGHTSTICK (REAR GLASS)		
BI.FB10-GPC	1	FUSE BLOCK W/GROUNDING PAD		
WEI.WEI-403	1	K9 WEAPON MNT W/UNI LOCKS		
R.5344T	1	STEEL TEXTURED PUSHBUMPER		
TES.453440	1	NMO MOUNT COAX		
TES.204468	1	800 MHz ANTENNA		
TES.55279	1	FME-MINI UHF ADAPTER		
MOT.HKN4192	1	MOTOROLA POWER CABLE		
HAV.CGX	1	HAVIS CHARGE GUARD		
AA.EZ-RIDER	1	1/3 2/3 K-9/PRISONER TRANSPORT INSERT		
AA.WATERDISH	1	WATERBOWL		
AA.COOLGUARD	1	FAN, FAN GUARD AND SWITCH		
AA.RUBBERMAT	1	RUBBER MAT		
AA.KENNELLIGHT	1	R/W KENNEL LIGHT		
ACE.HP52fi20	1	ACE K-9 HOT-N-POP PRO W/ K9 DOOR POP		
ACE.H-NKLBK-P	1	NO K-9 LEFT BEHIND		
		<b>PARTS</b>		
		<b>INSTALLATION</b>		
		<b>SHOP SUPPLIES</b>		
		<b>FREIGHT</b>		
		<b>TOTAL</b>		<b>\$ 15,744.54</b>



**PRODUCT PRICING SUMMARY**

**TIPS USA 210907 Automobiles**

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TEXAS CITY PD WITH DOCKING STATION

Prepared by: SETH GAMBLIN

Contact: \_\_\_\_\_

Phone: 512.436.1313

Email: \_\_\_\_\_

Email: [SGAMBLIN.SILSBEEFLEET@GMAIL.COM](mailto:SGAMBLIN.SILSBEEFLEET@GMAIL.COM)

Product Description: FORD F150 RESPONDER

Date: April 28, 2022

A. Bid Item: \_\_\_\_\_ A. Base Price: \$ **35,395.00**

**B. Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
W1P	FORD 2022 RESPONDER 4X4 SHORT BED	\$ 1,995.00			
998	3.5L V6 ECOBOOST	\$ -			
44G	10 SPEED TRANS AUTO				
18B	BLACK PLATFORM RUNNING BOARDS	\$ 250.00			
53A	TRAILER TOW PACKAGE	\$ 1,075.00			
67P	REMOTE KEYLESS / WITH FOB	\$ 340.00			

Total of B. Published Options: \$ **3,660.00**

Published Option Discount (5%) \$ **(83.25)**

**C. Unpublished Options**

\$= 21.2 %

Description	Bid Price	Options	Bid Price
SILSBEE FLEET INSTALL	\$ 8,286.38	EXTERIOR- BLACK	
		INTERIOR- PG MEDIUM EARTH GRAY	
		150A- EQUIPMENT GROUP	

Total of C. Unpublished Options: \$ **8,286.38**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ **-**

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **350.00**

F. Contract Price Adjustment: \_\_\_\_\_

G. Additional Delivery Charge: \_\_\_\_\_ \$ **-**

H. Subtotal: \$ **47,608.13**

I. Quantity Ordered 2 x H = \$ **95,216.26**

J. Trade in: \_\_\_\_\_ \$ **-**

K. \_\_\_\_\_

L. Total Purchase Price \$ **95,216.26**



**PRODUCT PRICING SUMMARY**

**TIPS USA 210907 Automobiles**

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TEXAS CITY PD NO DOCKING STATION

Prepared by: SETH GAMBLIN

Contact: \_\_\_\_\_

Phone: 512.436.1313

Email: \_\_\_\_\_

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: FORD F150 RESPONDER

Date: April 28, 2022

A. Bid Item: \_\_\_\_\_ A. Base Price: \$ **35,395.00**

**B. Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
W1P	FORD 2022 RESPONDER 4X4 SHORT BED	\$ 1,995.00			
998	3.5L V6 ECOBOOST	\$ -			
44G	10 SPEED TRANS AUTO				
18B	BLACK PLATFORM RUNNING BOARDS	\$ 250.00			
53A	TRAILER TOW PACKAGE	\$ 1,075.00			
67P	REMOTE KEYLESS / WITH FOB	\$ 340.00			

Total of B. Published Options: \$ **3,660.00**

Published Option Discount (5%) \$ **(83.25)**

**C. Unpublished Options**

\$= 19.1 %

Description	Bid Price	Options	Bid Price
SILSBEE FLEET INSTALL NO DOC	\$ 7,471.75	EXTERIOR- BLACK	
		INTERIOR- PG MEDIUM EARTH GRAY	
		150A- EQUIPMENT GROUP	

Total of C. Unpublished Options: \$ **7,471.75**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ **-**

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **350.00**

F. Contract Price Adjustment: \_\_\_\_\_

G. Additional Delivery Charge: \_\_\_\_\_ \$ **-**

H. Subtotal: \$ **46,793.50**

I. Quantity Ordered 2 x H = \$ **93,587.00**

J. Trade in: \_\_\_\_\_ \$ **-**

K. \_\_\_\_\_

L. Total Purchase Price \$ **93,587.00**



**PRODUCT PRICING SUMMARY**

**TIPS USA 210907 Automobiles**

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TEXAS CITY POLICE DEPARTMENT

Prepared by: SETH GAMBLIN

Contact: \_\_\_\_\_

Phone: 512.436.1313

Email: \_\_\_\_\_

Email: [SGAMBLIN.SILSBEEFLEET@GMAIL.COM](mailto:SGAMBLIN.SILSBEEFLEET@GMAIL.COM)

Product Description: FORD F150 RESPONDER

Date: May 25, 2022

A. Bid Item: \_\_\_\_\_ A. Base Price: \$ **35,395.00**

**B. Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
W1P	FORD 2022 RESPONDER 4X4 SHORT BED	\$ 1,995.00			
998	3.5L V6 ECOBOOST	\$ -			
44G	10 SPEED TRANS AUTO				
18B	BLACK PLATFORM RUNNING BOARDS	\$ 250.00			
53A	TRAILER TOW PACKAGE	\$ 1,075.00			
67P	REMOTE KEYLESS / WITH FOB	\$ 340.00			

Total of B. Published Options: \$ **3,660.00**

Published Option Discount (5%) \$ **(83.25)**

**C. Unpublished Options**

\$= 24.4 %

Description	Bid Price	Options	Bid Price
SILSBEE FLEET INSTALL	\$ 9,547.74	EXTERIOR- BLACK	
		INTERIOR- PG MEDIUM EARTH GRAY	
		150A- EQUIPMENT GROUP	

Total of C. Unpublished Options: \$ **9,547.74**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ **-**

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **350.00**

F. Contract Price Adjustment: \_\_\_\_\_

G. Additional Delivery Charge: \_\_\_\_\_ \$ **-**

H. Subtotal: \$ **48,869.49**

I. Quantity Ordered 3 x H = \$ **146,608.47**

J. Trade in: \_\_\_\_\_ \$ **-**

K. \_\_\_\_\_

L. Total Purchase Price \$ **146,608.47**





QUOTE

AGENCY TEXAS CITY  
 DATE QUOTED 26-Apr-22  
 SALESMAN SETH GAMBLIN

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
PATROL	5	2022 FORD PI UTILITY		
TSM.CC-20-UVLP-17	1	17" TROY CONSOLE		
TSM.AC-INBHG	1	INTERNAL CUP HOLDER		
TSM.AC-TB-ARM	1	ARM REST		
TSM.CM-SDMT-SL-LED	1	SIDE MOUNTED DOCKING STATION MOUNT		
TSM.KIT-TP-SL6U-BB-SS	1	TROY PARTITION WITH RECESS PANEL		
TSM.WG-20-FDUV-H-SET	1	WINDOW GUARD HORIZONTAL SET		
TSM.PS-20-UV-FXPL-OSR	1	Plastic seat with OS belts, rear partition (square-hole), with fire compartment and AED compartment with lock and lid		
TSM.CP-UV20-CARGO	1	CARGO MOUNT W/GAS SHOCKS		
TSM.AC-20-UV-TRAY	1	ELECTRONICS TRAY		
TSM.DP-UV20-SET	1	DR & PASS DOOR PANEL SET		
BI.LSBD-3071GP-11	1	TEMPEST 54" DUO LIGHTBAR		
BI.M16-RW	1	VERSA MOUNT R/W (PB SIDE)		
BI.M16-BW	1	VERSA MOUNT B/W (PB SIDE)		
BI.M16-LB	2	L BRACKET		
BI.M16-RB	2	VERSA MOUNT R/B (QTR GLASS)		
BI.M16-LB	2	L BRACKET		
BI.M16-AR	1	VERSA MOUNT R/A (LIC PLATE)		
BI.M16-AB	1	VERSA MOUNT B/A (LIC PLATE)		
BI.M16-LPBL	1	LICENSE PLATE BRACKET		
BI.HZND4-1RB2W	1	4 LAMP LIGHTSTICK R/B (PB FRNT)		
BI.HZNRZ-LB	2	L BRACKET		
BI.HZRZ-MLB	2	MINI L BRACKET		
BI.SL209-B	1	COMPARTMENT LIGHT (REAR CARGO AREA)		
BI.JS-100	2	100W SIREN SPEAKER W/ BRACKET		
BI.SDP212-R	1	BROOKING SMART SIREN		
BI.HZND6-1RB2W	1	6 LAMP LIGHTSTICK (REAR GLASS)		
BI.FB10-GPC	1	FUSE BLOCK W/GROUNDING PAD		
WEI.WEI-004	1	DUAL WEAPON MNT		
R.5344T	1	STEEL TEXTURED PUSHBUMPER		
TES.453440	1	NMO MOUNT COAX		
TES.204468	1	800 MHz ANTENNA		
TES.55279	1	FME-MINI UHF ADAPTER		
MOT.HKN4192	1	MOTOROLA POWER CABLE		
HAV.CGX	1	HAVIS CHARGE GUARD		
		PARTS		
		INSTALLATION		
		SHOP SUPPLIES		
		FREIGHT		
		TOTAL		\$ 13,152.23

SILSBEE  
**FLEET GROUP**





**PRODUCT PRICING SUMMARY**

**TIPS USA 210907 Automobiles**

**VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

End User: TEXAS CITY K9 Prepared by: SETH GAMBLIN  
 Contact: \_\_\_\_\_ Phone: 512.436.1313  
 Email: \_\_\_\_\_ Email: [SGAMBLIN.SILSBEEFLEET@GM](mailto:SGAMBLIN.SILSBEEFLEET@GM)  
 Product Description: FORD POLICE INTERCEPTOR UTILITY AWD Date: October 7, 2022

A. Bid Item: \_\_\_\_\_ A. Base Price: \$ 45,776.00

**B. Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
K8A	2023 FORD PIU DIRECT-INJECTION	\$ 1,195.00	17A	AUX AIR	\$ 610.00
99C	3.0L V6 ECOBOOST	\$ 790.00	61B	OBD-II SPLITER	\$ 55.00
86T	TAIL LAMP/POLICE HOUSING	\$ 60.00	55B	BLIS BLIND SPOT MONITORING	\$ 545.00
43D	DARK CAR	\$ 25.00	76R	REVERSE SENSING	\$ 275.00
55F	KEY FOB	\$ 340.00			
60A	GRILLE LED LIGHTS, SIREN/SPEAKER W/	\$ 50.00			
51R	DRIVER ONLY LED SPOT LAMP	\$ 395.00			

Total of B. Published Options: \$ 4,340.00

Published Option Discount (5%) \$ -

**C. Additional Options**

\$= 35.3 %

Options	Bid Price	Options	Bid Price
SILSBEE FLEET IBSTALL	\$ 16,186.46		\$ -
WHITE DOOR PAINT & ROOF	\$ 1,495.00		

Total of C. Unpublished Options: \$ 17,681.46

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ 250.00

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: \_\_\_\_\_

G. Additional Delivery Charge: 115 miles \$ 201.25

H. Subtotal: \$ 68,248.71

I. Quantity Ordered 1 x K = \$ 68,248.71

J. Trade in: \_\_\_\_\_ \$ -

K. \_\_\_\_\_

L. Total Purchase Price \$ 68,248.71





**PRODUCT PRICING SUMMARY**  
**TIPS USA 210907 Automobiles**  
**VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

End User: TEXAS CITY PATROL Prepared by: SETH GAMBLIN  
 Contact: \_\_\_\_\_ Phone: 512.436.1313  
 Email: \_\_\_\_\_ Email: SGAMBLIN.SILSBEEFLEET@GMA  
 Product Description: FORD POLICE INTERCEPTOR UTILITY AWD Date: October 7, 2022

A. Bid Item: \_\_\_\_\_ A. Base Price: \$ 45,776.00

**B. Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
K8A	2023 FORD PIU DIRECT-INJECTION	\$ 1,195.00	17A	AUX AIR	\$ 610.00
99C	3.0L V6 ECOBOOST	\$ 790.00	61B	OBD-II SPLITER	\$ 55.00
86T	TAIL LAMP/POLICE HOUSING	\$ 60.00	55B	BLIS BLIND SPOT MONITORING	\$ 545.00
43D	DARK CAR	\$ 25.00	76R	REVERSE SENSING	\$ 275.00
55F	KEY FOB	\$ 340.00			
60A	GRILLE LED LIGHTS, SIREN/SPEAKER WITH	\$ 50.00			
51R	DRIVER ONLY LED SPOT LAMP	\$ 395.00			

Total of B. Published Options: \$ 4,340.00

Published Option Discount (5%) \$ -

**C. Additional Options**

\$= 30.2 %

Options	Bid Price	Options	Bid Price
SILSBEE FLEET IBSTALL	\$ 13,629.38	EXTERIOR- BLACK	\$ -
		INTERIOR - 96	
WHITE DOOR PAINT & ROOF	\$ 1,495.00		

Total of C. Unpublished Options: \$ 15,124.38

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ 250.00

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: \_\_\_\_\_

G. Additional Delivery Charge: 115 miles \$ 201.25

H. Subtotal: \$ 65,691.63

I. Quantity Ordered 5 x K = \$ 328,458.15

J. Trade in: \_\_\_\_\_ \$ -

K. \_\_\_\_\_

L. Total Purchase Price \$ 328,458.15

QUOTE

AGENCY TEXAS CITY  
 DATE QUOTED 7-Oct-22  
 SALESMAN SETH GAMBLIN

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
PATROL	5	2022 FORD PI UTILITY		
TSM.CC-20-UVLP-17	1	17" TROY CONSOLE		
TSM.AC-INBHG	1	INTERNAL CUP HOLDER		
TSM.AC-TB-ARM	1	ARM REST		
TSM.CM-SDMT-SL-LED	1	SIDE MOUNTED DOCKING STATION MOUNT		
TSM.KIT-TP-SL6U-BB-SS	1	TROY PARTITION WITH RECESS PANEL		
TSM.WG-20-FDUV-H-SET	1	WINDOW GUARD HORIZONTAL SET		
TSM.PS-20-UV-FXPL-OS-R	1	Plastic seat with OS belts, rear partition (square-hole), with fire compartment and AED compartment with lock and lid		
TSM.CP-UV20-CARGO	1	CARGO MOUNT W/GAS SHOCKS		
TSM.AC-20-UV-TRAY	1	ELECTRONICS TRAY		
TSM.DP-UV20-SET	1	DR & PASS DOOR PANEL SET		
BI.LSBD-3071GP-11	1	TEMPEST 54" DUO LIGHTBAR		
BI.M16-RW	1	VERSA MOUNT R/W (PB SIDE)		
BI.M16-BW	1	VERSA MOUNT B/W (PB SIDE)		
BI.M16-LB	2	L BRACKET		
BI.M16-RB	2	VERSA MOUNT R/B (QTR GLASS)		
BI.M16-LB	2	L BRACKET		
BI.M16-AR	1	VERSA MOUNT R/A (LIC PLATE)		
BI.M16-AB	1	VERSA MOUNT B/A (LIC PLATE)		
BI.M16-LPBL	1	LICENSE PLATE BRACKET		
BI.HZND4-1RB2W	1	4 LAMP LIGHTSTICK R/B (PB FRNT)		
BI.HZNRZ-LB	2	L BRACKET		
BI.HZRZ-MLB	2	MINI L BRACKET		
BI.SL209-B	1	COMPARTMENT LIGHT (REAR CARGO AREA)		
BI.JS-100	2	100W SIREN SPEAKER W/ BRACKET		
BI.SDP212-R	1	BROOKING SMART SIREN		
BI.HZND6-1RB2W	1	6 LAMP LIGHTSTICK (REAR GLASS)		
BI.FB10-GPC	1	FUSE BLOCK W/GROUNDING PAD		
WEI.WEI-004	1	DUAL WEAPON MNT		
R.5344T	1	STEEL TEXTURED PUSHBUMPER		
TES.453440	1	NMO MOUNT COAX		
TES.204468	1	800 MHz ANTENNA		
TES.55279	1	FME-MINI UHF ADAPTER		
MOT.HKN4192	1	MOTOROLA POWER CABLE		
HAV.CGX	1	HAVIS CHARGE GUARD		
		PARTS		
		INSTALLATION		
		SHOP SUPPLIES		
		FREIGHT		
		TOTAL		





**PRODUCT PRICING SUMMARY**

**TIPS USA 210907 Automobiles**

**VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

**End User:** TEXAS CITY POLICE DEPARTMENT

**Prepared by:** SETH GAMBLIN

**Contact:** \_\_\_\_\_

**Phone:** 512.436.1313

**Email:** \_\_\_\_\_

**Email:** [SGAMBLIN.SILSBEEFLEET@GMAIL.COM](mailto:SGAMBLIN.SILSBEEFLEET@GMAIL.COM)

**Product Description:** FORD F150 RESPONDER

**Date:** October 7, 2022

A. Bid Item: \_\_\_\_\_

A. Base Price: \$ 45,799.00

**B. Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
W1P	FORD 2023 RESPONDER 4X4 SHORT BED	\$ 1,995.00			
998	3.5L V6 ECOBOOST	\$ -			
44G	10 SPEED TRANS AUTO				
18B	BLACK PLATFORM RUNNING BOARDS	\$ 250.00			
53A	TRAILER TOW PACKAGE	\$ 1,075.00			
67P	REMOTE KEYLESS / WITH FOB	\$ 340.00			

Total of B. Published Options: \$ 3,660.00

Published Option Discount (5%) \$ (83.25)

**C. Unpublished Options**

\$= 19.9 %

Description	Bid Price	Options	Bid Price
SILSBEE FLEET INSTALL	\$ 9,862.63	EXTERIOR- BLACK	
		INTERIOR- PG MEDIUM EARTH GRAY	
		150A- EQUIPMENT GROUP	

Total of C. Unpublished Options: \$ 9,862.63

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ 250.00

F. Contract Price Adjustment: \_\_\_\_\_

G. Additional Delivery Charge: 115

\$ 201.25

H. Subtotal:

\$ 59,689.63

I. Quantity Ordered 7 x H =

\$ 417,827.41

J. Trade in: \_\_\_\_\_

\$ -

K.

L. Total Purchase Price

\$ 417,827.41

QUOTE

AGENCY TEXAS CITY  
 DATE QUOTED 7-Oct-22  
 SALESMAN SETH GAMBLIN

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
	1	2022 FORD RESPONDER		
TSM.CC-21F1-0709-OS	1	TROY CONSOLE		
TSM.AC-INBHG	1	DUAL CUP HOLDER		
TSM.AC-SIDEARM-6	1	ARM REST		
TSM.AC-MCM1	2	MIC CLIPS		
TSM.LOCKBOX-4	1	4" LOCKING STORAGE BOX FOR CONSOLE		
TSM.CM-SDMT-SL-LED	1	SIDE MOUNTED LAP TOP MOUNT		
HAV.DS-DELL-423	1	HAVIS CRADLE FOR LATITUDE 5420		
TSM.CP-T-US-D-BOX	1	UNDERSEAT GUN BOX		
SET.BK0534FDT21F150	1	SETINA PUSH BUMPER		
SO.EMPS2SMS4J	4	4" MPWR R/B (UNDER TAILGATE)		
SO.EMPS2STS4J	4	4" MPWR R/B (RUNNING BOARD)		
SO.PMP2BKDGAJ	4	MPWR BRACKET		
SO.EMPS2STS4J	2	4" MPWR R/B (GRILL)		
SO.PMP2BKDGAJ	2	MPWR BRACKET		
SO.ENFWBFTRKDUO	1	INTERIOR DUO LIGHTBAR		
C3.MTS835MCRABA	1	REAR DUO LIGHTSTICK		
C3.C3100U	1	100W SPEAKER AND BRACKET		
SO.ETSA481RSP	1	400 SERIES REMOTE SIREN		
SO.ETHFSSFV	1	WIGWAG (HEADLIGHT FLASHER)		
		PARTS		
		INSTALLATION		
		SHOP SUPPLIES		
		FREIGHT		
		TOTAL		



**ORDINANCE NO. 2022-26**

**AN ORDINANCE AMENDING ORDINANCE NO. 2022-22 ADOPTING THE 2022-2023 FISCAL YEAR BUDGET TO APPROPRIATE ADDITIONAL FUNDS FOR THE PURCHASE OF POLICE DEPARTMENT VEHICLES; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, by Ordinance No. 2022-22 the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2022-2023; and

**WHEREAS**, a budget amendment is needed to appropriate additional funds for the purchase of Police Department vehicles.

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

**SECTION 1:** That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

**SECTION 2:** That the budget for Fiscal Year 2022-2023 of the City of Texas City, Texas, is hereby amended as follows:

**Capital Equipment Replacement Fund (Fund 602) Police (Department 201):**

Operating Equipment & Vehicles	\$135,900.00
Unassigned Fund Balance	(\$135,900.00)

**SECTION 3:** That the chief executive officer shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk.

**SECTION 4:** That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of all members of the City Commission.

**SECTION 5:** That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

**PASSED AND ADOPTED this 19th day of October 2022.**

---

Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(8) (c)**

**Meeting Date:** 10/19/2022

Amend the fiscal year 2022/2023 budget

**Submitted For:** Laura Boyd, Finance

**Submitted By:** Laura Boyd, Finance

**Department:** Finance

**Information**

**ACTION REQUEST**

Consider approval of a request to amend the fiscal year 2022-2023 budget to appropriate part of the Grants Administrator's salary and benefits to the General Fund.

**BACKGROUND (Brief Summary)**

Effective October 3, 2022, the Grants Administrator's duties will be allocated over several different funds. 32.5% of this employee's salary and related benefits will be allocated to General Fund activities. This allocation was not available prior to the City Commission adopting the budget.

See the attached allocation. Salary and related benefits pertaining to ARP (American Rescue Plan) Administration-rental assistance and housing rehabilitation and City Grants Administration will be allocated to General Fund.

A budget amendment is required to account for this allocation to the General Fund. Funding will be provided by the General Fund unassigned fund balance.

**RECOMMENDATION**

Budget Amendment:

**General Fund (101) Department (601):**

Salaries and benefits	\$40,500.00
Unassigned fund balance	(\$40,500.00)

**Fiscal Impact**

**Attachments**

Grants Admin allocation  
Ordinance

Grants Administrator salary and benefits allocation

<b>Account</b>	<b>Description</b>	<b>Percentage</b>
<b>297-601-53050</b>	CDBG Admin	25%
<b>298-601-53950</b>	CDBG Housing Rehabilitation	20%
<b>297-601-53810</b>	CDBG First Time Homebuyer	5%
<b>295-601-55010</b>	CDBG Housing Reconstruction	10%
<b>297-601-53812</b>	CDBG Hire Up! Internship	2.5%
<b>296-601-53110</b>	CDBG Demolition	2.5%
<b>296-601-53520</b>	CDBG Neighborhood Cleanup	2.5%
	ARP Administration	2.5%
	City Grants Administration	30%

**ORDINANCE NO. 2022-27**

**AN ORDINANCE AMENDING ORDINANCE NO. 2022-22 ADOPTING THE 2022-2023 FISCAL YEAR BUDGET TO APPROPRIATE PART OF THE GRANT ADMINISTRATOR'S SALARY AND BENEFITS TO THE GENERAL FUND; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, by Ordinance No. 2022-22 the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2022-2023; and

**WHEREAS**, a budget amendment is needed to appropriate part of the Grant Administrator's

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

**SECTION 1:** That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

**SECTION 2:** That the budget for Fiscal Year 2022-2023 of the City of Texas City, Texas, is hereby amended as follows:

**General Fund (101) Department (601):**

Salaries and benefits	\$40,500.00
Unassigned fund balance	(\$40,500.00)

**SECTION 3:** That the chief executive officer shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk.

**SECTION 4:** That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of all members of the City Commission.

**SECTION 5:** That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

**PASSED AND ADOPTED this 19th day of October 2022.**

---

Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

---

Rhomari D. Leigh  
City Secretary

---

Kyle L. Dickson  
City Attorney